



File Code: 6270

Date: DEC 13 2018

Mr. Christopher Schiano  
MuckRock News  
DEPT MR 52421  
411A Highland Ave.  
Somerville, MA 02144-2516

Dear Mr. Schiano:

This is our final response to your Freedom of Information Act (FOIA) request #2018-FS-R8-04075-F of May 14, 2018, which was received in this office on May 16, 2018. You requested the following information:

- Any and all records which fall under the "cost-recovery or other payment agreements" referred to in the section of the Forest Service "Mountain Valley Pipeline Frequently Asked Questions" section.

A reasonable search was conducted by this office and all responsive records were referred to the Office of the General Counsel, U.S. Department of Agriculture for mandatory review on May 16, 2018.

Upon review of these records (79 pages) it has been determined that 1 page has been partially redacted in accordance with 5 U.S.C. § 552(b) (4). The remaining 78 pages are being released in full.

### **EXEMPTIONS**

FOIA Exemption 4 protects "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential." This exemption is intended to protect the interests of both the government and submitters of information. The very existence of Exemption 4 encourages submitters to voluntarily furnish useful commercial or financial information to the government and provides the government with an assurance that required submissions will be reliable. The exemption also affords protection to those submitters who are required to furnish commercial or financial information to the government by safeguarding them from the competitive disadvantages that could result from disclosure.

The exemption covers two distinct categories of information in federal agency records: (1) trade secrets, and (2) information that is: (a) commercial or financial, and (b) obtained from a person, and (c) privileged or confidential. We have determined that certain information that is the subject of your request must be withheld pursuant to Exemption 4 of the FOIA, 5 U.S.C. § 552(b)(4).

### **Fees**

Pursuant to 7 C.F.R. Subtitle A, Part 1, Subpart A, Appendix A, there is no charge for the records enclosed. At our discretion, we have chosen not to charge fees in this case because we believe the



release of the records at issue to be in the public interest. This discretionary waiver of fees applies to this particular FOIA request and does not guarantee a waiver of fees when similar records are requested in the future; nor does it guarantee a waiver of fees to you when making future requests or appeals.

### Appeal Rights

This concludes the Forest Service response to your FOIA request. The FOIA provides you the right to appeal this response. Any appeal must be made in writing, within 90 days from the date of this letter, to the Chief, USDA Forest Service:

- 1) by email to [wo\\_foia@fs.fed.us](mailto:wo_foia@fs.fed.us)
- 2) by regular mail to Mail Stop 1143, 1400 Independence Avenue, SW, Washington, DC 20250-1143
- 3) by Fed Ex or UPS to 201 14th Street, SW, Washington, DC 20250-1143, and telephone 202-205-1542

The term "FOIA APPEAL" should be placed in capital letters on the subject line of the email or on the front of the envelope. To facilitate the processing of your appeal, please include a copy of this letter and/or the FOIA case number (2018-FS-R8-04075-F) assigned to your request.

If you need further assistance or would like to discuss any aspect of your request, please contact the FOIA Public Liaison at 202-205-1542. Additionally, you may contact the Office of Government Information Services (OGIS) National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services  
National Archives and Records Administration  
8601 Adelphi Road-OGIS  
College Park, Maryland 20740-6001  
E-mail: [ogis@nara.gov](mailto:ogis@nara.gov)  
Telephone: 202-741-5770  
Toll free: 877-684-6448  
Facsimile: 202-741-5769

If you have questions regarding this FOIA request, you may contact Douglas Meloche at 404-347-4427 or [douglas.meloche@usda.gov](mailto:douglas.meloche@usda.gov).

Sincerely,

A handwritten signature in blue ink that reads "Ken Arney (for)".

KEN ARNEY  
Acting Regional Forester

Enclosures

cc: Peter Gaulke, Douglas Meloche

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**From:** Grace Ellis  
**Sent:** Thursday, April 27, 2017 1:38 PM  
**To:** Lauren Johnston  
**Subject:** FW: MVP - Temp. Survey Permit and Cost Recovery - For Action  
**Attachments:** MVP\_CR\_15MJ11080811\_Amendment3\_DRAFT\_25Apr17.pdf;  
MVP\_BBW433305T\_PermitCR\_CoverLetter\_25Apr17.pdf; MVP\_landusefee\_Bill1of1\_25Apr17.pdf; MVP\_surveypermit\_landusefee\_calc\_25Apr17.pdf;  
MVP\_BBW433305T\_TempSurveyPermit\_DRAFT\_25Apr17.pdf

Here you go!

J. Grace Ellis  
Galileo Project, LLC  
4700 S. McClintock Dr. Suite 100  
Tempe, Arizona, 85282  
O 480.629.4705  
C 928.856.1621  
[www.galileoaz.com](http://www.galileoaz.com)

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**From:** Faught, Alex R -FS [<mailto:afaught@fs.fed.us>]  
**Sent:** Wednesday, April 26, 2017 7:54 AM  
**To:** John Centofanti ([jcentofanti@eqt.com](mailto:jcentofanti@eqt.com)); Neylon, Megan  
**Cc:** Adams, Jennifer - FS; Grace Ellis  
**Subject:** MVP - Temp. Survey Permit and Cost Recovery - For Action

John & Megan:

Attached are the following for MVP's review and action:

- 1) Cover letter
- 2) Draft temporary survey permit
- 3) Bill for Collection (land use fee)
- 4) Fee calculation worksheet (land use fee)
- 5) Draft cost recovery agreement amendment

If you have any questions, please contact me. Hardcopies of the attached are forthcoming in the postal mail as well.

Sincerely,



**Alex Faught**  
**Lands Program Manager**

**Forest Service**  
George Washington & Jefferson National Forests, Supervisor's  
Office

**p: 540-265-5192**  
**f: 540-265-5145**  
**[afaught@fs.fed.us](mailto:afaught@fs.fed.us)**

5162 Valleypointe Parkway  
Roanoke, VA 24019



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File Code: 2720  
Date: April 25, 2017

Mountain Valley Pipeline, LLC  
c/o John Centofanti, EQT Gathering, LLC  
625 Liberty Avenue, Suite 1700  
Pittsburgh, PA 15222

Dear Mr. Centofanti:

Enclosed is a copy of a new temporary Special Use Permit (Authorization ID # BBW433305T) being issued for purposes of continuing site survey and testing activities on National Forest System (NFS) lands on the George Washington & Jefferson National Forests in Monroe County, WV, and Giles and Montgomery Counties, VA associated with the Mountain Valley Pipeline (MVP) project. This permit supersedes the previous permit issued on 4/29/2016. Please review, sign, and return the permit to me at your earliest convenience. I will then sign and return a copy for your records.

Also enclosed is a copy of a Bill for Collection in the amount of \$12,843.89, which represents the land use fee for the use of NFS lands. Please follow the directions on the bill for prompt payment. I have also enclosed a copy of the fee calculation worksheet for your records.

Finally, enclosed is a copy of Amendment 3 to the Category 6 Cost Recovery Agreement dated 3/23/2015 (Agreement # 15-MJ-11080811-061). This amendment will extend the existing agreement's expiration date to 4/29/2018, add the new permit (#BBW433305T) to the agreement, and provide for the estimated cost recovery processing and monitoring fees associated with this new permit. Please review, sign, and return the agreement to me at your earliest convenience. I will then sign and return a copy for your records. Once fully executed, the agreement will be sent to our Albuquerque Service Center (ASC) for further processing. A Bill for Collection will then be sent to you from ASC for the processing fee and the 1<sup>st</sup> of 4 monitoring fees shortly thereafter.

If you have any questions, please contact my Project Coordinator, Jennifer Adams, at (540) 265-5114 or [jenniferpadams@fs.fed.us](mailto:jenniferpadams@fs.fed.us).

Sincerely,

*Joby*  
JOBY P. TIMM  
Forest Supervisor

cc: Elizabeth LeMaster, Jobeth Brown, James Twaroski



**U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE**

**SPECIAL USE PERMIT**

**Authority: ORGANIC ADMINISTRATION ACT June 4, 1897**

**MOUNTAIN VALLEY PIPELINE, LLC** of EQT CORPORATION 625 LIBERTY AVENUE SUITE 1700 PITTSBURGH PA USA 15222 (hereinafter "the holder") is authorized to use or occupy National Forest System lands in the **GEORGE WASHINGTON AND JEFFERSON NATIONAL FORESTS** or Eastern Divide Ranger District unit of the National Forest System, subject to the terms and conditions of this special use permit (the permit).

This permit covers 799.6 acres ("the permit area"), as shown on the map attached as Appendix A. This permit issued for the purpose of:

Conducting field routing, environmental, cultural resource, and civil surveys, rare, threatened, endangered and Forest Service sensitive species surveys within the Jefferson National Forest (JNF) for the Mountain Valley Pipeline (MVP) project. These surveys will occur in two areas previously authorized for surveys under a temporary special use permit BBW433303T and one new area on Brush Mountain in Montgomery County, VA. These areas include: a 55.8 acre survey area in Monroe County, WV on the crest of Peters Mountain; a 500.9 acre survey area in Giles County, VA on Peters Mountain, which includes a 6 mile segment of Pocahontas Road/Forest Road 975; and a 242.9 acre survey area near Sinking Creek and Brush Mountain Road in Montgomery County, VA, as shown on the attached Appendix A. All surveys activities are to be coordinated with the appropriate Forest Service subject matter experts.

**TERMS AND CONDITIONS**

**I. GENERAL TERMS**

**A. AUTHORITY.** This permit is issued pursuant to ORGANIC ADMINISTRATION ACT June 4, 1897 and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

**B. AUTHORIZED OFFICER.** The authorized officer is the Forest or Grassland Supervisor or a subordinate officer with delegated authority.

**C. TERM.** This permit shall expire at midnight on 04/29/2018, 1 year from the date of issuance.

**D. RENEWAL.** This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit that would renew the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Renewal of the use and occupancy authorized by this permit shall be at the sole discretion of the authorized officer. At a minimum, before renewing the use and occupancy authorized by this permit, the authorized officer shall require that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms and conditions when a new permit is issued.

**E. AMENDMENT.** This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable forest land and resource management plan, or projects and activities implementing a land management plan pursuant to 36 CFR Part 215.

**F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS.** In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit

area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

**G. NON-EXCLUSIVE USE.** The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

**H. ASSIGNABILITY.** This permit is not assignable or transferable.

### **I. CHANGE IN CONTROL OF THE BUSINESS ENTITY.**

1. **Notification of Change in Control.** The holder shall notify the authorized officer when a change in control of the business entity that holds this permit is contemplated.

a. In the case of a corporation, control is an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the business so as to permit the exercise of managerial authority over the actions and operations of the corporation or election of a majority of the board of directors of the corporation.

b. In the case of a partnership, limited partnership, joint venture, or individual entrepreneurship, control is a beneficial ownership of or interest in the entity or its capital so as to permit the exercise of managerial authority over the actions and operations of the entity.

c. In other circumstances, control is any arrangement under which a third party has the ability to exercise management authority over the actions or operations of the business.

2. **Effect of Change in Control.** Any change in control of the business entity as defined in paragraph 1 of this clause shall result in termination of this permit. The party acquiring control must submit an application for a special use permit. The Forest Service is not obligated to issue a new permit to the party who acquires control. The authorized officer shall determine whether the applicant meets the requirements established by applicable federal regulations.

### **II.IMPROVEMENTS**

**A. LIMITATIONS ON USE.** Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

**B. PLANS.** All plans for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those plans must be prepared by a professional engineer, architect, landscape architect, or other qualified professional based on federal employment standards acceptable to the authorized officer. These plans and plan revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built plans, maps, or surveys upon completion of the work.

**C. CONSTRUCTION.** Any construction authorized by this permit shall commence by N/A and shall be completed by N/A.

### **III. OPERATIONS.**

**A. PERIOD OF USE.** Use or occupancy of the permit area shall be exercised at least 1 days each year.

**B. CONDITION OF OPERATIONS.** The holder shall maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.

**C INSPECTION BY THE FOREST SERVICE.** The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and transmission facilities at any time for compliance with the terms of this permit. The

holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or transmission facilities. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit.

#### **IV. RIGHTS AND LIABILITIES**

**A. LEGAL EFFECT OF THE PERMIT.** This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR 251, Subpart C and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

**B. VALID OUTSTANDING RIGHTS.** This permit is subject to all valid outstanding rights. Valid outstanding rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

**C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

**D. SERVICES NOT PROVIDED.** This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other such service by a government agency, utility, association, or individual.

**E. RISK OF LOSS.** The holder assumes all risk of loss associated with use or occupancy of the permit area, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If authorized temporary improvements in the permit area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.

**F. DAMAGE TO UNITED STATES PROPERTY.** The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of clause IV.F and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

1. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use or occupancy of the permit area. If the environment or any government property covered by this permit becomes damaged during the holder's use or occupancy of the permit area, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

2. The holder shall be liable for all injury, loss, or damage, including fire suppression, prevention and control of the spread of invasive species, or other costs in connection with rehabilitation or restoration of natural resources associated with the use or occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.I.

3. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear.

**G. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION.** The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any activity or condition arising out of or relating to the

authorized use or occupancy that causes or threatens to cause a hazard to public health or the safety of the holder's employees or agents or harm to the environment (including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall prevent impacts to the environment and cultural resources by implementing actions identified in the operating plan to prevent establishment and spread of invasive species. The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with such activities. The responsibility to protect the health and safety of all persons affected by the use or occupancy authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

**H. INDEMNIFICATION OF THE UNITED STATES.** The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use or occupancy authorized by this permit. This indemnification provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use or occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous materials, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

**I. BONDING.** The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms and conditions of this permit or any applicable law, regulation, or order.

## **V. RESOURCE PROTECTION**

**A. COMPLIANCE WITH ENVIRONMENTAL LAWS.** The holder shall in connection with the use or occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., CERCLA, as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

**B. VANDALISM.** The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

**C. PESTICIDE USE.** Pesticides may not be used outside of buildings to control undesirable woody and herbaceous vegetation (including aquatic plants), insects, rodents, fish, and other pests and weeds without prior written approval from the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests or weeds require control measures that were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

**D. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES.** The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall leave these discoveries intact and in place until directed otherwise by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

**E. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION.** In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall immediately notify the authorized officer by telephone of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the authorized officer certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.

**F. PROTECTION OF HABITAT OF THREATENED, ENDANGERED, AND SENSITIVE SPECIES.** The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 1531 et seq., as amended, or identified as sensitive or otherwise requiring special protection by the Regional Forester under Forest Service Manual (FSM) 2670, pursuant to consultation conducted under section 7 of the ESA, may be shown on the ground or on a separate map. The map shall be attached to this permit as an appendix. The holder shall take any protective and mitigative measures specified by the authorized officer. If protective and mitigative measures prove inadequate, if other sites within the permit area containing threatened, endangered, or sensitive species or species otherwise requiring special protection are discovered, or if new species are listed as threatened or endangered under the ESA or identified as sensitive or otherwise requiring special protection by the Regional Forester under the FSM, the authorized officer may specify additional protective and mitigative measures. Discovery of these sites by the holder or the Forest Service shall be promptly reported to the other party.

**G. CONSENT TO STORE HAZARDOUS MATERIALS.** The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

#### **H. CLEANUP AND REMEDIATION**

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

2. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities in the permit area, regardless of whether those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

**I. CERTIFICATION UPON REVOCATION OR TERMINATION.** If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the permit area is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the permit area, into surface water at or near the permit area, or into groundwater below the permit area during the term of the permit. This certification requirement may be waived by the authorized officer when the Forest Service determines that the risks posed by the hazardous material are minimal. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the permit area is in compliance with all federal, state, and local laws and regulations.

#### **VI. LAND USE FEE AND ACCOUNTING ISSUES**

**A. LAND USE FEES.** The holder shall pay an initial annual land use fee of \$12,843.89 for the period from 4/30/2017 to 4/29/2018, and thereafter on N/A, shall pay an annual land use fee of \$N/A. The annual land use fee shall be adjusted annually using the IDP-GDP Adjustment Factor.

**B. MODIFICATION OF THE LAND USE FEE.** The land use fee may be revised whenever necessary to reflect the market value of the authorized use or occupancy or when the fee system used to calculate the land use fee is modified or replaced.



### **C. FEE PAYMENT ISSUES.**

1. Crediting of Payments. Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

2. Disputed Fees. Fees are due and payable by the due date. Disputed fees must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

#### **3. Late Payments**

(a) Interest. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.

(b) Administrative Costs. If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(c) Penalties. A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

(d) Termination for Nonpayment. This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar days from the due date in arrears. The holder shall remain responsible for the delinquent fees.

4. Administrative Offset and Credit Reporting. Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:

(a) Administrative offset of payments due the holder from the Forest Service.

(b) If in excess of 60 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

(c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.

(d) Disclosure to consumer or commercial credit reporting agencies.

### **VII. REVOCATION, SUSPENSION, AND TERMINATION**

**A. REVOCATION AND SUSPENSION.** The authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state, or local law.
2. For noncompliance with the terms of this permit.
3. For abandonment or other failure of the holder to exercise the privileges granted.
4. With the consent of the holder.
5. For specific and compelling reasons in the public interest.

Prior to revocation or suspension, other than immediate suspension under clause VII.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension. In the case of revocation or suspension based on clause VII.A.1, 2, or 3, the authorized officer shall give the holder a reasonable time, typically not to exceed 90 days, to cure any noncompliance.

**B. IMMEDIATE SUSPENSION.** The authorized officer may immediately suspend this permit in whole or in part when



necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the on-site review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

**C. APPEALS AND REMEDIES.** Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214 as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

**D. TERMINATION.** This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

**E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT RENEWAL.** Upon revocation or termination of this permit without renewal of the authorized use, the holder shall remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and shall restore the site to the satisfaction of the authorized officer. If the holder fails to remove all structures and improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

#### **VIII. MISCELLANEOUS PROVISIONS**

**A. MEMBERS OF CONGRESS.** No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

**B. CURRENT ADDRESSES.** The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.

**C. SUPERSEDED PERMIT.** This permit supersedes a special use permit designated MOUNTAIN VALLEY PIPELINE LLC, BBW433303T, dated 04/28/2016.

**D. SUPERIOR CLAUSES.** If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

**THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.**

**BEFORE ANY PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE PERMIT.**

ACCEPTED:

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
MOUNTAIN VALLEY PIPELINE, LLC

\_\_\_\_\_  
DATE

APPROVED:

\_\_\_\_\_  
JOBY P. TIMM  
FOREST SUPERVISOR

\_\_\_\_\_  
DATE

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

## Mountain Valley Pipeline Project



**FIGURE 1**  
**Proposed Route**  
**Jefferson National Forest**  
**Crossings**

April 2017

**Legend**

- Proposed Pipeline Route Crossing USFS Property
- Proposed Route
- Survey Boundary
- Previously Approved Survey Area
- Peters Mountain NF Wilderness Area
- Appalachian National Scenic Trail
- U.S. Forest Service (National Forest) Lands



Page 9 of 10  
 Data Sources: Appalachian Trail Conservancy, VA DCR, USDA, ESRI Streaming Data.

Document Path: P:\EQT-Equitrans\MVP Project\GIS\Spatial\MXD\07\_SF\_299\_Updates\Fig1\_JNF\_Crossing\_PetersMtnArea\_20170404.mxd

## Mountain Valley Pipeline Project

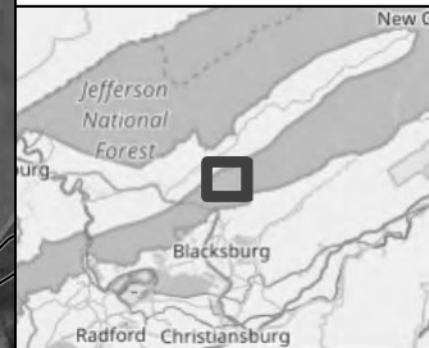


**FIGURE 2**  
**Proposed Route**  
**Jefferson National Forest**  
**Crossings**

April 2017

## Legend

- Proposed Pipeline Route Crossing USFS Property
- Proposed Route
- Brush Mountain 1 Alternative
- Brush Mountain 2 Alternative
- Previously Approved Survey Area
- Survey Boundary
- Newly Requested Survey Area
- Brush Mountain NF Wilderness Area
- U.S. Forest Service (National Forest) Lands



Page 10 of 10  
 Data Sources: Appalachian Trail Conservancy, VA DCR, USDA, ESRI Streaming Data.

Document Path: P:\EQT\Equitrans\MVP Project\GIS\Spatial\MXD\07\_SF\_299\_Subarea\20170404\_SF\_299\_Updates\Fig\_2\_JNF\_Crossing\_CraigCreekArea\_20170404.mxd

**U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
AMENDMENT  
FOR**

**COST RECOVERY AGREEMENT**

**Amendment#: 3**

This amendment is attached to and made a part of the 15-MJ-11080811-061 cost recovery agreement for site survey and testing on National Forest System (NFS) lands on the George Washington & Jefferson National Forests issued to MOUNTAIN VALLEY PIPELINE LLC on 04/29/2017 which is hereby amended as follows:

- I. Permit # BBW433305T is hereby added to agreement # 15-MJ-11080811-061
- II. The expiration and termination date of this agreement at Part II.C.10 is hereby extended from 4/29/2017 to 4/29/2018.
- III. The applicant agrees to pay the estimated processing fee of \$9,137.86. The bill for the estimated processing fee will be sent by the Forest Service, Albuquerque Service Center (ASC).
- IV. The applicant shall pay an initial estimated monitoring fee of \$29,958.65 before or at the same the authorization is issued and a subsequent quarterly estimated monitoring fee of \$29,958.65, for a total of \$119,834.60. The bill for the estimated monitoring fee will be sent by the Forest Service, Albuquerque Service Center (ASC).
- V. Appendix A "Applications and Authorizations Subject to this Agreement" is hereby amended to add Application/ Authorization # BBW433305T.
- VI. Appendix B "Description and Map of the Geographic Area" is hereby amended to add the maps associated with BBW433305T labeled "Figure 1" and "Figure 2" dated April 2017.
- VII. Appendix C "Scope of Work" is hereby amended to add the scope of work document dated 4/25/2017.

This Amendment is accepted subject to the conditions set forth herein, and to conditions I to VII attached hereto and made a part of this Amendment.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
MOUNTAIN VALLEY PIPELINE, LLC

\_\_\_\_\_  
JOBY P. TIMM  
FOREST SUPERVISOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

## APPENDIX A

### Applications and Authorizations Subject to this Agreement

#### Applications

BBW433305T

#### Authorizations

BBW433305T



## Mountain Valley Pipeline Project



# FIGURE 1 Proposed Route Jefferson National Forest Crossings

April 2017

**Legend**

- Proposed Pipeline Route Crossing USFS Property
- Proposed Route
- Survey Boundary
- Previously Approved Survey Area
- Peters Mountain NF Wilderness Area
- Appalachian National Scenic Trail
- U.S. Forest Service (National Forest) Lands



Page 4 of 9  
Data Sources: Appalachian Trail Conservancy, VA DCR, USDA, ESRI Streaming Data.

Document Path: P:\EQIT\Equitrans\MVP Project\GIS\Spatial\MXD\07\_SF\_299\_Subarea\20170404\_SF\_299\_Updates\Fig1\_JNF\_Crossing\_PetersMtnArea\_20170404.mxd

## Mountain Valley Pipeline Project

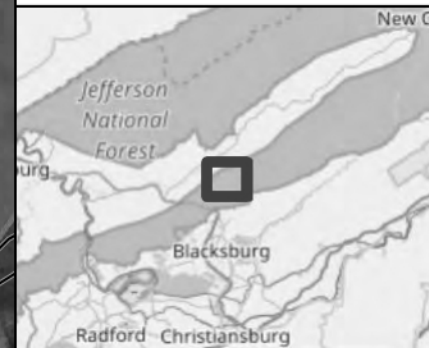


**FIGURE 2**  
**Proposed Route**  
**Jefferson National Forest**  
**Crossings**

April 2017

## Legend

- Proposed Pipeline Route Crossing USFS Property
- Proposed Route
- Brush Mountain 1 Alternative
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- Newly Requested Survey Area
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- U.S. Forest Service (National Forest) Lands



Page 5 of 9  
 Data Sources: Appalachian Trail Conservancy, VA DCR, USDA, ESRI Streaming Data.

Document Path: P:\EQT\Equitrans\MVP Project\GIS\Spatial\MXD\07\_SF\_299\_Updates\Fig\_2\_JNF\_Crossing\_CraigCreekArea\_20170404.mxd

APPENDIX C  
SCOPE OF WORK  
MOUNTAIN VALLEY PIPELINE, LLC  
Cost Recovery Agreement

Name	Position	Unit	Est. Hours	Scope of Work	Est. Hours	Scope of Work (Please specify in as much detail as possible)	Total Est. Hours (Proc. & Mon.)	Workplan Daily Rate	Hourly Rate	Sub-Total Personnel Processing Cost	Sub-Total Personnel Monitoring Cost	Total Personnel Cost	FLEET					OTHER RESOURCES	
													Vehicle # (if known)	Est. Miles	Use Rate	Total Fleet Cost	Scope of Travel (Please specify in as much detail as possible)	Est. Cost	Description and Justification
Tom Collins	Geologist	SO	2	Review and provide input on scoping request	40	Review and coordinate geologic resources: groundwater; karst; slope stability; erosion. Mineral resources.	42	\$ 409.74	\$ 51.21	\$ 102.42	\$ 2,048.40	\$ 2,150.82							
Dawn Kirk	Fisheries Biologist	SO/ GPRD	4	Review and provide input on scoping request	120	Coordinate and review fisheries and hydrology analysis	124	\$ 501.21	\$ 62.65	\$ 250.60	\$ 7,518.00	\$ 7,768.60	1235	500	\$ 0.28	\$ 140.00	To and from project areas, consultations and meetings		
Karen Overcash	NEPA Coordinator		40	Coordinate NEPA decision on application, publication of scoping notice, reviewing comments, etc.	120	NEPA and Forest Plan coordination	160	\$ 440.69	\$ 55.08	\$ 2,203.20	\$ 6,609.60	\$ 8,812.80				\$ -			
Tom Bailey	Soils Scientist	SO	2	Coordinate talking points, public notices, serve as POC for external relations, coordinate agreements	40	Coordinate and review soil resources analysis	42	\$ 409.75	\$ 51.21	\$ 102.42	\$ 2,048.40	\$ 2,150.82				\$ -			
Jobeth Brown	Public Affairs Officer	SO	8	Coordinate talking points, public notices, serve as POC for external relations, coordinate agreements	80	PAO. Public affairs and coordination with R8, R9, and MNF.	88	\$ 555.85	\$ 69.48	\$ 555.84	\$ 5,558.40	\$ 6,114.24				\$ -			
Dan McKeague	District Ranger	EDRD	8	Review and provide input on scoping request. Coordinate District resource specialists involved in the project, public affairs for local communities and counties, review	80	Coordinate District resource specialists involved in the project, public affairs for local communities and counties, review and provide input on all reports associated with resources.	88	\$ 505.00	\$ 63.12	\$ 504.96	\$ 5,049.60	\$ 5,554.56				\$ -			
Jesse Overcash	District Biologist	EDRD	8	Review and provide input on scoping request	80	Coordinate local biological reviews. Serve as local contact for associated field visits and data collection.	88	\$ 425.55	\$ 53.19	\$ 425.52	\$ 4,255.20	\$ 4,680.72				\$ -			
Mike Madden	Forest Archeologist	SO	8	Review and provide input on scoping request, review and process ARPA permit	200	Consultations:VA & WVA SHPO's, Eastern Shawnee THPO, Civil War Trust, State Recognized Tribal Authorities, COUN	208	\$ 404.09	\$ 50.51	\$ 404.08	\$ 10,102.00	\$ 10,506.08	3137		\$ 0.32	\$ -	To and from project areas		
Richard Guercin	Archeology Tech	SO			200	Consultations:VA & WVA SHPO's, Eastern Shawnee THPO, Civil War Trust, State Recognized Tribal Authorities, COUN	200	\$ 237.52	\$ 29.69	\$ -	\$ 5,938.00	\$ 5,938.00	3137		\$ 0.32	\$ -	To and from project areas and consultations		
Steve Croy	Forest Ecologist	SO	2	Review and provide input on scoping request	40	Coordinate and review studies for Bats & TES, vegetation.	42	\$ 472.97	\$ 59.12	\$ 118.24	\$ 2,364.80	\$ 2,483.04		500	\$ 0.32	\$ 160.00	To and from project areas, consultations and meetings		

APPENDIX C  
SCOPE OF WORK  
MOUNTAIN VALLEY PIPELINE, LLC  
Cost Recovery Agreement

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													Vehicle # (if known)	Est. Miles	Use Rate	Total Fleet Cost	Scope of Travel (Please specify in as much detail as possible)	Est. Cost	Description and Justification
Carol Croy	Wildlife Biologist	SO	2	Review and provide input on scoping request	40	Coordinating, reviewing, etc. terrestrial wildlife resources except bats	42	\$ 461.01	\$ 57.62	\$ 115.24	\$ 2,304.80	\$ 2,420.04		500	\$ 0.32	\$ 160.00	To and from project areas, consultations and meetings		
Mike Donahue	Biological Science Technician	SO			80	Field expertise and liaison in herps, insects, pollinators, birds, etc.	80	\$ 296.75	\$ 37.09	\$ -	\$ 2,967.20	\$ 2,967.20		500	\$ 0.32	\$ 160.00	To and from project areas		
Fred Huber	Botanist	SO	2	Review and provide input on scoping request	80	Coordinate botanicals, NNIS, herps	82	\$ 452.52	\$ 56.56	\$ 113.12	\$ 4,524.80	\$ 4,637.92		500	\$ 0.32	\$ 160.00	To and from project areas, consultations and meetings		
Vacant (Detailer)	Staff Officer (Recreation, Wilderness, Heritage)	SO	2	Review and provide input on scoping request	40	Coordinating, reviewing, etc. for recreation, heritage, fire, and visual resources	42	\$ 503.75	\$ 62.96	\$ 125.92	\$ 2,518.40	\$ 2,644.32				\$ -			
Pete Irvine	Trails, Wilderness, Dispersed Recreation Program Lead	SO			40	Coordinate review of trail resources	40	\$ 500.62	\$ 62.57	\$ -	\$ 2,502.80	\$ 2,502.80				\$ -			
Ginny Williams	Developed Recreation Program Lead	SO		Review and provide input on scoping request	80	Coordinate, review, and provide input on visuals analysis	80	\$ 485.00	\$ 60.62	\$ -	\$ 4,849.60	\$ 4,849.60				\$ -			
Shamina Dillard	Forest Engineer	SO		Review and provide input on scoping request	8	Coordinate engineering and road access and analysis	8	\$ 428.43	\$ 53.55	\$ -	\$ 428.40	\$ 428.40				\$ -			
Steve Woods	Civil Engineer				8	Technical expert for roads review and analysis	8	\$ 381.85	\$ 47.73	\$ -	\$ 381.84	\$ 381.84				\$ -			
Mitch Kerr	Land Surveyor	SO			40	Survey, plat, and plan review. Coordinate land records and boundary reviews.	40	\$ 453.84	\$ 56.73	\$ -	\$ 2,269.20	\$ 2,269.20				\$ -			
Joby Timm	Forest Supervisor	SO			80	Authorized Officer reviewing and signing documents. Coordinating project reviews and approvals with R8 and WO. Attending meetings. Providing oversight over all aspects of the project for R8 and WO.	80	\$ 597.00	\$ 74.62	\$ -	\$ 5,969.60	\$ 5,969.60				\$ -			
Mark Miller	Timber Management Administrator	EDRD			40	Timber/ Silviculture analysis review	40	\$ 397.22	\$ 49.65	\$ -	\$ 1,986.00	\$ 1,986.00				\$ -	travel to site		
James Ohear	GIS Specialist	SO/ NRRD			40	GIS coordination	40	\$ 407.82	\$ 50.97	\$ -	\$ 2,038.80	\$ 2,038.80				\$ -			
Russ Macfarlane	Forest Silviculturalist	SO	2	Review and provide input on scoping request	80	Coordinate and review timber and silviculture analysis.	82	\$ 489.09	\$ 61.13	\$ 122.26	\$ 4,890.40	\$ 5,012.66				\$ -			
Robin Stidham	Agreements Specialist	SO	2	Agreements Specialist. Develop and administer agreements associated with the project.	8	Agreements Specialist. Develop and administer agreements associated with the project.	10	\$ 350.22	\$ 43.77	\$ 87.54	\$ 350.16	\$ 437.70				\$ -			
Jim Twaroski	Regional Special Use Coordinator/ RPOC	RO-R8			40	Regional level coordination with Regional Forester, R8 LMU Director, R9 LMU Director, and WO. Serve as Regional Point of Contact (RPOC) for project.	40	\$ 539.00	\$ 67.37	\$ -	\$ 2,694.80	\$ 2,694.80				\$ -			

APPENDIX C  
SCOPE OF WORK  
MOUNTAIN VALLEY PIPELINE, LLC  
Cost Recovery Agreement

Name	Position	Unit	Est. Hours	Scope of Work	Est. Hours	Scope of Work (Please specify in as much detail as possible)	Total Est. Hours (Proc. & Mon.)	Workplan Daily Rate	Hourly Rate	Sub-Total Personnel Processing Cost	Sub-Total Personnel Monitoring Cost	Total Personnel Cost	FLEET					OTHER RESOURCES	
													Vehicle # (if known)	Est. Miles	Use Rate	Total Fleet Cost	Scope of Travel (Please specify in as much detail as possible)	Est. Cost	Description and Justification
Alex Faught	Lands Program Manager	SO	40	Process/ administer survey permit application, coordinate with specialists, review/edit documents.	200	Review documents for accuracy, track progress and costs, draft documents for review (permit, CR agreement, NEPA, etc.), respond to queries, meet with specialists and other tasks deemed necessary to carry out the administration of the authorization and coordinate all those involved.	240	\$ 430.40	\$ 53.80	\$ 2,152.00	\$ 10,760.00	\$ 12,912.00	Pool	1500	\$ 0.32	\$ 480.00	Travel to project area at least once, meetings, district office, and Monongahela NF	\$1,000.00	Legal ads and mailings for NEPA CE public scoping
Jason Millott	Budget Officer	SO			40	Tracking/reporting financials.	40	\$ 403.19	\$ 50.39	\$ -	\$ 2,015.60	\$ 2,015.60				\$ -			
Sally Zaragoza	Budget Analyst	SO			40	Tracking/reporting financials.	40	\$ 321.64	\$ 40.20	\$ -	\$ 1,608.00	\$ 1,608.00							
Vacant (Detailer)	Recreation Program Lead	EDRD			40	Coordinate recreation for District. Review and comment on visuals analysis. Serve as local contact for associated field visits and data collection.	40	\$ 425.46	\$ 53.18	\$ -	\$ 2,127.20	\$ 2,127.20				\$ -			

APPENDIX C  
SCOPE OF WORK  
MOUNTAIN VALLEY PIPELINE, LLC  
Cost Recovery Agreement

													FLEET					OTHER RESOURCES	
Name	Position	Unit	Est. Hours	Scope of Work	Est. Hours	Scope of Work (Please specify in as much detail as possible)	Total Est. Hours (Proc. & Mon.)	Workplan Daily Rate	Hourly Rate	Sub-Total Personnel Processing Cost	Sub-Total Personnel Monitoring Cost	Total Personnel Cost	Vehicle # (if known)	Est. Miles	Use Rate	Total Fleet Cost	Scope of Travel (Please specify in as much detail as possible)	Est. Cost	Description and Justification
TOTAL*			132		2024		2156			\$ 7,383.36	\$ 108,680.00	\$ 116,063.36		4000		\$ 1,260.00		\$1,000.00	

PROCESSING	
Personnel Total=	\$ 7,383.36
Fleet and Other Resources =	\$1,000
SUB-TOTAL PROCESSING FEE=	\$ 8,383.36
TOTAL PROCESSING FEE INCLUDING 9% ASC BURDEN RATE=	\$ 9,137.86

MONITORING	
Personnel Total=	\$ 108,680.00
Fleet and Other Resources =	\$ 1,260.00
SUB-TOTAL MONITORING FEE=	\$ 109,940.00
TOTAL MONITORING FEE INCLUDING 9% ASC BURDEN RATE=	\$ 119,834.60

TOTAL FEE (PROCESSING & MONITORING)	\$ 128,972.46
-------------------------------------	---------------

**Definitions:**

*Processing* - agency actions regarding an application that occur after the agency accepts a proposal as a special use application.

*Monitoring* - agency actions to ensure compliance with the terms and conditions of the authorization involving construction, reconstruction, operation, maintenance, and termination of the facilities within the authorized area, and protecting and rehabilitating affected lands. The actions for billing, maintenance of case files, annual performance evaluations, or scheduled inspections to determine compliance generally with the terms and conditions of an authorization are excluded.\*

**USDA FOREST SERVICE**  
**BILL FOR COLLECTION**

1. BILL DATE: 04/25/2017

PAGE: 1 OF 1

TO ENSURE PROPER CREDIT PLEASE HAVE YOUR BILL AVAILABLE AND CHOOSE ONE OF THE FOLLOWING PAYMENT OPTIONS:

. **PAY ONLINE AT:** WWW.FS.FED.US/BILLPAY

. **PAY BY MAIL:** Please include the top part of this bill with your payment. Also include the bill number and payer code, items 4 & 5 at right, on your check or money order. Do not send cash. Make your payment for the exact amount due and make it payable to USDA Forest Service. See address at right.

. **PAY AT MOST FOREST SERVICE OFFICES:** Bring a copy of your bill. Call your local Forest Service office for details.

PAY BY MAIL ADDRESS:

USDA FOREST SERVICE

C/O CITIBANK

P.O. BOX 301550

LOS ANGELES, CA 90030-1550

**AMOUNT DUE: \$12,843.89**

AMOUNT ENCLOSED:\$\_\_\_\_\_

TO: MOUNTAIN VALLEY PIPELINE LLC  
ATTN: JOHN CENTOFANTI  
EQT CORPORATION  
625 LIBERTY AVENUE  
SUITE 1700  
PITTSBURGH, PA 15222 USA

JCENTOFANTI@EQT.COM

2. NET AMOUNT DUE: \$12,843.89

3. DUE DATE: 05/30/2017

4. BILL NUMBER: BF080811W0021

5. PAYER CODE: (b)(4)

6. AGREEMENT NO: -- TEAR HERE --

8. REMARKS:  
FAILURE TO PAY FEES BY DUE DATE CONSTITUTES NON-COMPLIANCE WITH AUTHORIZATION.

7. DESCRIPTION:

9. PRINCIPAL: \$12,843.89

10. INTEREST:

11. ADMINISTRATIVE COSTS:

12. PENALTY:

13. AMOUNT DUE: \$12,843.89

14. ADJ. + CREDIT: \$.00

15. NET AMOUNT DUE: \$12,843.89

**NOTE:**

PLEASE SEND ALL CORRESPONDENCE, INQUIRIES, AND CHANGE OF ADDRESS TO:

USDA FOREST SERVICE 540-552-4641  
EASTERN DIVIDE RANGER DISTRICT  
110 SOUTHPARK DRIVE  
BLACKSBURG, VA 24060-6648

Failure to include both the bill number and payer code with your payment will delay posting and may delay your ability to use the National Forest. Failure to make payment by the due date may result in the assessment of interest, administrative fees and/or penalty charges. In accordance with your authorization or the debt collection act of 1982, as amended, postmarks are not honored.

DATE/PERIOD	DESCRIPTION	AMOUNT
04/30/2017 To	2720 SPECIAL USES BBW433305T EASTERN DIVIDE RANGER DISTRICT	\$12,843.89
04/29/2018	411 SITE SURVEY AND TESTING	

COMMENTS: Land Use Fee  
Bill 1 of 1=\$12,843.89

**FOR OFFICIAL USE ONLY**

16. ORG	17. JOB	18. AMOUNT
0808	89831417	\$12,843.89



Mountain Valley Pipeline, LLC  
Temporary Survey Permit  
LAND USE RENTAL FEE CALCULATION

State	County	USDA NASS Census Year	80% 2012 NASS Census County Land & Building Value	2016-2020 Zone	2017* Per-Acre Rent (2.1 % IPD- GDP –Annual Adjustment 2004- 2013)	Acres of Use of NFS Lands	Land Use Rental Fee (2016 Per Acre Rent x Acres of Use of NFS Lands)	Adjustment Factor for 10 Weeks Use of NFS Lands	FINAL FEE (Land Use Rental Fee x Adjustment Factor)
WV	Monroe	2012	1826	5	\$ 64.55	55.8	\$ 3,601.89	0.19	\$ 684.36
Virginia	Giles	2012	2114	5	\$ 64.55	500.9	\$ 32,333.10	0.19	\$ 6,143.29
Virginia	Montgomery	2012	3902	7	\$ 130.36	242.9	\$ 31,664.44	0.19	\$ 6,016.24
								Total	\$ 12,843.89



# Enterprise Program

---

Purchase Order No.: 4600048783

**Amended WCF Work Order**  
between USDA Forest Service  
**Enterprise Program**  
and  
**George Washington and Jefferson National Forests**

**Work Order Number – SPL-18-0808-001**

**Amendment No. 1**

THIS INTRA-AGENCY WCF work order and attached "Statement of Work" (hereinafter referred to as "agreement") is hereby made and entered into, by and between the **Forest Service Enterprise Program** (hereinafter referred to as "Enterprise") and (hereinafter referred to as the "client") and collectively referred to as the "parties."

WHEREAS, Enterprise services will be provided on or about November 3, 2017 and will be completed on or before March 31, 2020 (hereinafter referred to as the "term").

WHEREAS, this agreement will remain in full force and effect for the above term unless amended. Modifications of this agreement, except as provided in "Minor Changes" [Section V (A)] must be made by mutual consent of the parties, by amendment signed by all authorized signatories for the parties.

NOW, THEREFORE, in consideration of the above premises, it is mutually understood and agreed by and between the parties as follows:

## **I. Project Overview**

### **A. Title and Description**

Mountain Valley Pipeline (MVP) Project George Washington Jefferson National Forests (GWJNF)

A Master Cost Recovery (CR) Agreement is being developed as part of this work order and will cover agency time to process the application. This work will entail coordination with the proponent and GWJNF officials in developing the CR agreement, developing a draft CR agreement for review by all parties, and a final CR document. See enclosed PMP for further clarification

A Project Management Plan (PMP) Draft has been developed in concert with the CR agreement that creates the overall framework for project management for the Enterprise portion of the project, coordination, description of services, deliverables, staffing needs, communication plan, refined cost estimates, and schedule.

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Additional information regarding project description is contained in the attached “Statement of Work”.

## **B. Scope of Work**

Enterprise shall provide services to support this project as detailed in the attached “Statement of Work.” The resources provided will be contingent on funds provided. Resource costs specified are estimates and may be modified as needed. The funding estimated includes labor (billing rate includes cost to government plus overhead costs) plus the cost of travel, vehicles, equipment, materials, supplies and any other resource used for this project.

## **C. Schedule**

Project services will commence on or about November 3, 2017, and will be completed on or about March 31, 2020 within the term of this agreement, leaving time between the end of the performance period and the term end date to allow feedback from both parties. A more detailed project schedule is located in the attached “Statement of Work.”

## **D. Safety Compliance**

Client and Enterprise will coordinate to prepare a safety plan as detailed in the attached “Statement of Work”. The plan must be in place prior to any field work.

# **II. Project Cost**

By amendment, the total funding threshold for this agreement has been increased by \$684,940. This modifies the total project funding threshold from \$38,630 (original amount) to \$723,570 (amended amount).

## **A. Cost Estimate**

Enterprise services will be provided on a time and materials basis as described in the attached “Statement of Work”. Client will be charged for actual work performed and Enterprise will not exceed the overall limit of the agreement. If this project occurs in distinct phases and/or is otherwise incrementally funded, only the obligation amount will be included in the project funding threshold listed above.

## **B. Rates**

The estimated total cost is based on current billing rates as work is performed within the scope and tasks of this project. Enterprise will make reasonable efforts to use the most cost effective resources meeting the needs of this agreement and available within the time constraints of the project. Rates for work performed in out years may be adjusted as needed.

In the event that resource costs increase, Enterprise will provide an updated project estimate of the work that can be provided for the funds remaining. If remaining funds will not be sufficient to complete outstanding tasks, the client will have the option to add funding or make adjustments for Enterprise services within the estimated budget.



### III. Principal Contacts

The individuals named as principal contacts in “Distribution” [Section IX] are authorized to act in their respective areas for matters related to this agreement. If either of the principal contacts becomes unavailable, a new principal contact will be named on an amendment.

#### A. Communication, Inspection, and Acceptance

The client and Enterprise principal contacts are jointly responsible for project level communication. Client principal contact is responsible for inspecting and accepting the work as completed. If the work is determined to be incomplete or not in accordance with acceptable standards or client expectations, written feedback must be provided from client principal contact to Enterprise principal contact within ten (10) business days of receiving the work deliverable. The written feedback must clearly state the deficiencies found and how they are out of alignment with the work as described within this agreement. Enterprise principal contact will respond in writing within ten (10) business days of receiving this feedback and shall address all alleged deficiencies, making reasonable efforts and accommodations to resolve any such issues. If the principal contacts are unable to reach resolution in this regard, the parties will follow terms outlined in “Conflict Management and Prevention” [Section VI].

### IV. Project Finance

#### A. Funding Procedures

##### 1. Enterprise Firm Order Terms

When Enterprise enters into an agreement within the agency, it is referred to as a Working Capital Fund (WCF) work order (FSH 6580). This is a **firm order** to the WCF, Region 7, Special Uses, Lands and Minerals Service Line. It becomes an unpaid obligation upon execution of this agreement. As such, the firm order allows Enterprise to collect funds into the WCF. This is **not** an in-service expenditure authorization. WCF work orders can only be signed and authorized by those with spending authority.

The following financial procedures will be used:

- a. Enterprise is responsible for submitting the agreement to Albuquerque Service Center, Budget and Finance, Working Capital Fund (ASC B&F WCF) branch to request the obligation. The obligation is created in FMMI as a purchase order.
- b. As work is performed, Enterprise will generate invoices. Invoicing interval requirements will be detailed in the attached “Statement of Work”. The invoice will include the work order number, purchase order number, period of performance, work accomplished, dollar amount, and override/job code. An informational copy of the invoice will be sent to the principal contacts. Signatures are not required on invoices, except the final one.
- c. Enterprise will submit the invoice to ASC B&F WCF requesting the accounting adjustment. The adjustment draws down the obligation amount.
- d. If this project occurs in distinct phases and/or is otherwise incrementally funded, any unique funding requirements will be detailed in the attached “Statement of Work”.



- e. The final invoice acknowledges that the services have been provided and work is complete. The final invoice must be signed by either the client principal contact or signatory of the work order. Final invoices will be processed if submitted up to six months after the term of this agreement expires. Any invoices submitted past this six-month timeframe must be accompanied by an explanatory statement.

## B. Accounting

### 1. Overview

Enterprise will closely track work performed under this agreement to calculate costs incurred and funding earned through work accomplishments. The client will receive invoices describing the work performed and the funding consumed. Once resource funds are exhausted, tasks may still remain. If product or service requests exist past the funding threshold of this agreement, the client will be notified and tasks and/or funding thresholds will be renegotiated.

### 2. Accounting Codes

The client is fully responsible for selection of the funding source and determination regarding bona fide need.

<b>Client Shorthand Code for Obligation:</b>	<b>ORG</b> (RRUU)	<b>Shorthand Code</b> (6 alphanumeric)	<b>Budget Year</b> (FYFY)	<b>\$ Amount</b>
Original Work Order	0808	MJ7101	17xx	\$38,630
Amended Work Order – 1	0808	MJ7101	17xx	\$684,940
<b>Total Obligated Funds:</b>				\$723,570.00

\_\_\_\_\_  
**Client Budget Officer Signature**  
 (Required for Obligation ≥ \$100,000<sup>1</sup>)

\_\_\_\_\_  
**Date**

<b>EP Shorthand Code for Collection:</b>	<b>ORG</b> (RRUU)	<b>Shorthand Code</b> (6 alphanumeric)	<b>Budget Year</b> (FYFY)	<b>\$ Amount</b>
	0701	UEP001	18XX	\$723,570
				\$0
<b>Total Collection of Funds:</b>				\$723,570.00

### 3. Distribution of Collections

Enterprise may track accounting information for distribution of collections on this project internal to Enterprise, which will occur outside and be separate from this agreement. The Enterprise principal contact will have the unilateral authority for creating and modifying the distribution of

<sup>1</sup> FSH 6509.11k - Servicewide Finance and Accounting Handbook, Chapter 50 – Accounting



collections. Enterprise will submit the original and any subsequently modified versions of this information to ASC B&F WCF for processing.

### C. Non-response to Inactive Agreements

The agency has made it a financial priority to monitor and control unliquidated obligations. WCF work order obligations that are inactive require certification. It is in the best interest of both the client and Enterprise to proceed in an expeditious manner with an inactive agreement. If the client is non-responsive to requests to facilitate reasonable progress, Enterprise may unilaterally terminate this agreement, collect expenses incurred, and de-obligate the remaining funds.

## V. Agreement Modification

### A. Minor Changes

Scheduling, travel, project resource assignment and hour distribution, and other minor changes associated with implementing work specified in this agreement are negotiable between the client and the Enterprise principal contact documented via email without an amendment to this agreement. A copy of all emails documenting minor changes will be saved in the electronic project file of both the client and Enterprise principal contacts.

Minor changes may be documented by pen and ink modifications where appropriate in the body of this agreement. Any such modifications must be initialed and dated as applicable by an identified client or Enterprise contact named in "Distribution" [Section IX].

### B. Amendments

Other than minor changes addressed above, modifications of this agreement must be made by mutual consent of both parties and documented in an amendment. Once executed, the amended agreement supersedes the prior version in totality. Agreement history is chronicled below in the "Summary of Work Order History."

### C. Summary of Work Order History

Document	Effective Date	Purpose	Description of Modification	Amount
Original Work Order	11/7/2017	Obligation	Initial funding obligation	\$38,630
Amended Work Order – 1	On Signature	Obligation	Added funds, Added PMP to scope	\$684,940
Total Work Order Amount to Date				\$723,570.00

## VI. Conflict Management and Prevention

If either party is not satisfied or appears to be in noncompliance with this agreement, attempts will be made to resolve the concern directly with the other party. Signatories on this agreement or their named principal contacts may choose to engage assistance from the Forest Service's Conflict Management and Prevention Service Center. If these efforts are unsuccessful, either party may elevate



the concern to the Enterprise Program Director. The Enterprise Program Director will review the issues and engage other resources as necessary to reach an equitable resolution.

## **VII. Termination**

Either party may terminate this agreement in whole, or in part, by written notification prior to the expiration date. Enterprise shall not incur any new obligations for the terminated portion of the agreement after notice of termination. Financial compensation will be required for actual Enterprise expenses incurred and non-cancelable obligations at the time of termination. The termination will be processed as an amendment de-obligating any remaining funds. Amendments specifying a termination are signed by both parties. In instances of client non-responsiveness the Enterprise Program Director may unilaterally terminate this agreement and de-obligate the remaining funds.





## VIII. Authorized Representatives

This agreement must be signed by someone with the appropriate spending authority.

By signing below, the client authorizes collections to occur without additional signature with exception of the final invoice. The final invoice indicating work has been completed, may be signed by either the client principal contact or signatory of this agreement.

**Concurrence for work orders equal  
to or greater than \$350,000:<sup>2</sup>**

\_\_\_\_\_  
Francine Smith, Assistant  
Director, Enterprise Program

\_\_\_\_\_  
Date

**Signed:**

**Signed:**

\_\_\_\_\_  
Joby Timm  
Forest Supervisor  
GWJ NF

\_\_\_\_\_  
Date

\_\_\_\_\_  
R. Stan Helin  
Lands, Minerals, Spec. Uses SL Mgr.  
Enterprise Program

\_\_\_\_\_  
Date

<sup>2</sup> The \$350,000 threshold requiring Enterprise Program Director signature applies whenever the project funding reaches this amount. This can occur with the original project cost estimate, or by the cumulative total of amendments increasing the funding threshold.



## IX. Distribution

Enterprise will maintain the original file and submit an electronic copy to ASC B&F WCF. Copies of this fully signed agreement will be distributed to the following:

CLIENT	ENTERPRISE PROGRAM
<b>Name:</b> Joby Timm	<b>Name:</b> R. Stan Helin
<b>Title:</b> Forest Supervisor	<b>Title:</b> Service Line Manager – Lands, Minerals, and Special Uses
<b>Email:</b> <a href="mailto:jtimmm@fs.fed.us">jtimmm@fs.fed.us</a>	<b>Email:</b> <a href="mailto:shelin@fs.fed.us">shelin@fs.fed.us</a>
<b>Phone:</b> 540-265-5118	<b>Phone:</b> 520-405-9246
<b>Fax:</b>	<b>Fax:</b>
CLIENT PRINCIPAL CONTACT	ENTERPRISE PROGRAM PRINCIPAL CONTACT
<b>Name:</b> Jennifer Adams	<b>Name:</b> Jessica Rubado
<b>Title:</b> Special Project Coordinator, R8	<b>Title:</b> Project Manager
<b>Email:</b> <a href="mailto:jenniferpadams@fs.fed.us">jenniferpadams@fs.fed.us</a>	<b>Email:</b> <a href="mailto:jrubado@fs.fed.us">jrubado@fs.fed.us</a>
<b>Phone:</b> 540-265-5114	<b>Phone:</b> 503-314-0767
<b>Fax:</b>	<b>Fax:</b>
CLIENT BUDGET OFFICIAL	ENTERPRISE PROGRAM FINANCE CONTACT
<b>Name:</b> Jason Millott	<b>Name:</b> Karen Gilson
<b>Title:</b> Administrative Officer	<b>Title:</b> Supervisory Financial Analyst
<b>Email:</b> <a href="mailto:jasonrmillott@fs.fed.us">jasonrmillott@fs.fed.us</a>	<b>Email:</b> <a href="mailto:kgilson@fs.fed.us">kgilson@fs.fed.us</a>
<b>Phone:</b> 540-265-5245	<b>Phone:</b> 505-563-9359
	<b>Fax:</b>



## **Attachment 1**

### **Statement of Work**

#### **1. Project/Services to Be Provided**

See PMP enclosed below

#### **2. Deliverables**

See PMP enclosed below

#### **3. Dependencies**

The responsible officials plays an important role in the success of this project, communicating the roles and responsibilities to GWJNF employees and coordinating with the client lead and project manager to ensure that deadlines are met in a timely fashion. They are responsible for approving the overall goals and objectives of the project, and providing input and direction at key check-points throughout the process. Timeliness of decisions at key check-points is critical to maintaining the project schedule.

The client lead is responsible for accepting project deliverables on behalf of the client and ensuring that appropriate approvals are received from the agency decision-makers. The client lead approves quality criteria for project deliverables and works closely with the Enterprise Project Manager on the document review process and to resolve issues if they arise. The client lead also provides input regarding project scope, schedule or cost changes, and work order amendments. Also, the client lead is responsible for ensuring that the GWJNF tasks are accomplished in a timely manner and that any delays are communicated to the Enterprise Project Manager. The client lead is expected to respond to requests from the Enterprise Project Manager, in order for the project to remain on the schedule outlined.

#### **4. Invoicing**

Invoicing shall occur quarterly.

#### **5. Communication Methods**

Communications among team members will occur throughout the life of the project, including conference calls, meetings, and sharing of documents.

Following approval of the PMP, one in-person (face-to-face) meeting will initiate the project. Identified Enterprise Program specialists will travel to the GWJNF to complete necessary site visits.

Regular virtual meetings will be established for the core team (other members joining when necessary) for the duration of the project. Meetings will be cancelled at least a week in advance, if they are not needed. Additional virtual meetings may be scheduled, as needed. Brief conference calls will be held between the team leader and client lead to discuss progress and address issues. Written quarterly briefings and updates will be provided to the

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client lead and responsible official to keep them apprised of progress and key check-points. A list of Forest key contacts will be provided to the project manager.

## 6. Safety Plan

Much of the actual work will be done in an office setting. Safety considerations are covered by EP standard safety JHAs for office work and travel on public transportation or in government-owned vehicles. The project manager and client lead will jointly develop a plan that identifies applicable Job Hazard Analysis's (JHA's), hazards in the area, check-in/check-out system, radio frequencies, etc, and, if other field work is indicated.

## 7. Schedule

See PMP enclosed below

## 8. Travel

Travel will be charged to this work order. See PMP for estimated travel costs

## 9. Costs – Phase One Cost Recovery and PMP Development

<b>Labor Resource</b>	<b>Hourly Bill Rate Range*</b>	<b>Estimated Hours**</b>	<b>Estimated Total Cost</b>
Project Manager	\$130-\$140	400	\$54,000
Realty Specialist/ CR Manager	\$120-\$125	260	\$20,800
Service Line Manager	\$140-\$150	25	\$4,275
Public Affairs Specialist	\$130-\$140	595	\$80,325
Public Affairs Asst.	\$80-\$100	720	\$64,800
Writer/Editor	\$100-\$115	80	\$10,000
Timber Harvest Inspector	\$90-\$110	480	\$48,000
Timber Sale Administrator	\$110-\$120	480	\$55,200
Timber Monitors	\$85-\$95	960	\$86,400
Senior Engineer, Road Review	\$120-\$130	124	\$15,500
Geotechnical Engineer	\$115-\$125	283	\$35,375
Civil Engineer	\$115-\$125	132	\$16,500
Engineering IDIQ – tunneling contract	\$172	924	\$159,744
<b>Total:</b>			<b>\$650,919.00</b>

\*Enterprise commits to utilizing the least cost resource available within the scheduling and experience requirements of the project. Cost estimates are based upon the high end of the bill rate range. When a less cost resource is utilized resulting in funds remaining when the project is complete, the client may determine how any remaining funds are utilized or have them de-obligated.



\*\*The Enterprise principal contact is authorized to adjust the labor hours between resource specialists, with concurrence from the client principal contact, to address changing project priorities or needs. Such minor adjustments will be documented through informal means, and will not in and of themselves, require a formal work order amendment.

## 10. Incremental Funding

Costs included in this amendment cover FY18 work. Additional funding for subsequent years will be estimated as the PMP is updated

## 11. Location

All work will be completed from current duty stations, alternative telework sites, or during on-site meetings and field tour. Most meetings will be conducted via teleconference or VTC.

## 12. Strategic Alignment

The work to be accomplished meets the USDA Forest Service Strategic Plan: FY 2015 – 2020 as reflected in the following table:

Strategic/Management Goal	Strategic Objective
SUSTAIN Our Nation's Forests and Grasslands (Strategic)	A. Foster resilient, adaptive ecosystems to mitigate climate change
DELIVER Benefits to the Public (Strategic)	E. Strengthen communities

## 13. Enterprise Service Line Offering Analysis

Service Line	Offering	Amount
Special Uses, Lands and Minerals	Special Uses Cost Recovery	\$723,570
Choose an item.		\$0
Choose an item.		\$0



# George Washington & Jefferson National Forests

## Mountain Valley Pipeline

### D R A F T Project Management Plan

**Prepared by:**

Jessica Rubado, Project Manager

December 13, 2017

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## 1.0 Introduction

The George Washington and Jefferson National Forests (GWJeff) and the Enterprise Program (EP) have entered into an agreement to work on the final Record of Decision (ROD) and post decision implementation monitoring for the Mountain Valley Pipeline Project. Approximately 3.6 miles of pipeline will be constructed on USFS lands. EP will assist with public affairs, Cost Recovery (CR) management, engineering monitoring, and timber monitoring

This project management plan is intended to augment and refine the information included in EP Work Order (WO) SPL-18-0808-001. It is meant to be an evolving document and contains the scope, schedule, and



budget baseline information used to manage the project. This plan contains specific information on how these aspects of the project will be managed.

To remain useful, these baselines must be updated as changes to the project are approved. Ultimately, approved changes that would substantially affect the agreed-upon scope, schedule, or budget will also be documented in an amendment to the WO. The processes outlined in this plan will be used to track project performance.

## **2.0 Communications Management**

Project communications are important to ensure the client and team members are informed and kept apprised of project status, so as to better manage project expectations, improve quality, and increase overall efficiency. The EP project manager will take a proactive role in ensuring effective communications among all project participants (table 1). The communication requirements are documented in the communications matrix (table 2), which will be used as the guide for what information to communicate, by and to whom it is to be communicated, and the frequency and medium for these communications.

### **2.1 Roles and Responsibilities**

A general description of roles is included below. The team directory (table 1) displays contact information for all individuals associated with the project and will be updated as needed.

#### **2.1.1 Responsible Official**

The responsible official for this project is Joby Timm, Forest Supervisor of the GWJeff National Forests. The responsible official plays an important role in the success of this project, communicating the roles and responsibilities to GWJeff National Forests employees and coordinating with the client lead and EP project manager to ensure deadlines are met in a timely fashion. He is responsible for approving the overall goals and objectives of the project, and providing input and direction at key check-points throughout the process. The Forest Supervisor is expected to respond to requests from the client lead and EP project manager, and to help coordinate and secure resources needed to complete the project within the agreed upon parameters. This is important for the project to remain on the schedule outlined in Table 4. If critical responses are not received in a timely manner, the project may be put on hold and the schedule would need to be renegotiated.

#### **2.1.2 Client Lead**

The client lead for this project is Troy Morris, Special Project Coordinator on the GWJeff National Forests. The client lead is responsible for accepting project deliverables on behalf of the client and ensuring appropriate approvals are received from the agency decision-makers. The client lead approves quality criteria for project deliverables and works closely with the EP project manager on task completion to resolve issues if they arise. The client lead also provides input regarding project scope, schedule or cost changes, and WO amendments.

#### **2.1.3 Enterprise Program Agreement Manager**

The EP agreement manager for this project is Stan Helin. The agreement manager is responsible for the development of the EP WO. Any changes to the project scope, schedule, or budget baselines requiring an amendment to the WO will be coordinated between the client lead and agreement manager. The agreement manager, with assistance from the EP project manager and input from the client lead, develops the scope of





work, as well as quality criteria for project processes and deliverables. In addition, the agreement manager is available to help resolve any larger disagreements or issues that may arise.

#### 2.1.4 Enterprise Program Project Manager

The EP project manager for this project is Jessica Rubado. The EP project manager has overall responsibility for the execution of the project, which includes managing day-to-day resources, providing project guidance, and monitoring and reporting on the project's performance as defined in this plan. The EP project manager is the primary communicator for the project, distributing information according to the communications matrix (see table 2).

#### 2.1.5 Pipeline Monitoring Team

The pipeline monitoring team (team) will be comprised of EP and the GWJeff National Forests technical specialists who have a role performing work on the project. The team needs to have a clear understanding of the work to be completed and the framework under which the project is to be executed. Since the team is responsible for completing the work for the project, members play a key role in creating and updating this plan, including defining its schedule and deliverables. The team requires a detailed level of communication, which is achieved through frequent interactions with the EP project manager and other team members, along with meetings, as appropriate for the work task.

The full team is comprised of the client lead, EP project manager, and EP team members, along with extended GWJeff National Forests team members. The extended team members include representatives from the GWJeff National Forests, contractors, and any cooperating agency technical specialists that have responsibility to review work and materials developed by the EP for this project. The representatives from the GWJeff National Forests include counterparts to all specialists from the EP. The client lead will ensure that the GWJeff National Forests team members have an appropriate amount of time to complete the project work.

## 2.2 Team Directory

Table 1 presents contact information for all persons associated with the project. This team directory will be updated, as needed, when changes occur.

Table 1. Team directory

Name	Role	Email	Phone	Location
<b>Responsible Official</b>				
Joby Timm	Forest Supervisor	<a href="mailto:jtimmm@fs.fed.us">jtimmm@fs.fed.us</a>	540-265-5118	R8, George Wash & Jeff NF, SO
<b>Project Management Team</b>				
Jessica Rubado	EP Project Manager	<a href="mailto:jrubado@fs.fed.us">jrubado@fs.fed.us</a>	503-314-0767	Portland, OR
Troy Morris	Client Lead/Special Project Coordinator	<a href="mailto:jenniferpadams@fs.fed.us">jenniferpadams@fs.fed.us</a>	540-265-5114	Roanoke, VA
Stan Helin	EP Service Line Manager	<a href="mailto:shelin@fs.fed.us">shelin@fs.fed.us</a>	520-405-9246	Tucson, AZ
<b>Enterprise Program Team Members</b>				
<b>Cost Recovery Agreement Management</b>				



Name	Role	Email	Phone	Location
Amy Sutton	Cost Recovery Primary Point of Contact (POC)	<a href="mailto:amylsutton@fs.fed.us">amylsutton@fs.fed.us</a>	719-221-4523	Salida, CO
Elaine Alexander	Cost Recovery	<a href="mailto:ealexander@fs.fed.us">ealexander@fs.fed.us</a>	208-488-0219	
<b>Engineering Monitoring</b>				
Jonathon Berry	Geotechnical Engineer	<a href="mailto:jonathanberry@fs.fed.us">jonathanberry@fs.fed.us</a>	530-283-7853	Quincy, CA
Peter Lane	Civil Engineer	<a href="mailto:peterlane@fs.fed.us">peterlane@fs.fed.us</a>	360-499-4140	Sedro-Woolley, WA
<b>Public Affairs</b>				
Jessica Rubado	Public Affairs POC	<a href="mailto:jrubado@fs.fed.us">jrubado@fs.fed.us</a>	503-314-0767	Portland, OR
Kacy Ellsworth	Public Affairs Assistant	<a href="mailto:klellsworth@fs.fed.us">klellsworth@fs.fed.us</a>	970-889-6542	Fort Collins, CO
<b>Timber Removal Monitoring</b>				
TBD	Sale Administrator			
TBD	Harvest Inspector			
TBD	Timber Monitor			
TBD	Timber Monitor			
TBD	Timber Monitor			
TBD	Timber Monitor			
<b>Technical Team Members</b>				
TBD	Writer/Editor			
<b>Extended Team Members (GWJeff or Regional Office)</b>				
Mary Helms	Project Support: Document management and other administrative support	<a href="mailto:mshelms@fs.fed.us">mshelms@fs.fed.us</a>	540-265-5100	R8,George Wash & Jeff NF,SO
Alex Faught	Cost Recovery Management	<a href="mailto:afaught@fs.fed.us">afaught@fs.fed.us</a>	540-265-5192	R8,George Wash & Jeff NF,SO
Jo Beth Brown	Staff Officer – PAO lead	<a href="mailto:jobethbrown@fs.fed.us">jobethbrown@fs.fed.us</a>	540-265-5102	R8,George Wash & Jeff NF,SO
Rebecca Robbins	PAO	<a href="mailto:rebeccarobbins@fs.fed.us">rebeccarobbins@fs.fed.us</a>	540-265-5173	R8,George Wash & Jeff NF,Eastern Divide RD
Jennifer Adams	GWJNF POC & Coordinator	<a href="mailto:jenniferpadams@fs.fed.us">jenniferpadams@fs.fed.us</a>	540-265-5114	R8,George Wash & Jeff NF,SO
Elwood Burge	GWJNF Project Review: District Ranger	<a href="mailto:eburge@fs.fed.us">eburge@fs.fed.us</a>	540-432-0187	R8,George Wash & Jeff NF,North River RD
Tom Collins	GWJNF & MNF SO Resource Specialist: HDD; Site special design; high hazard	<a href="mailto:tkcollins@fs.fed.us">tkcollins@fs.fed.us</a>	540-265-5152	R8,George Wash & Jeff NF,North River RD
Steve Woods	GWJNF SO Resource Specialist:Engineeri ng	<a href="mailto:swoods01@fs.fed.us">swoods01@fs.fed.us</a>	540-265-5189	R8,George Wash & Jeff NF,SO

Work Order SPL-18-0808-001



Name	Role	Email	Phone	Location
Karen Overcash	GWJNF SO Resource Specialist:NEPA	<a href="mailto:kovercash@fs.fed.us">kovercash@fs.fed.us</a>	540-265-5175	R8,George Wash & Jeff NF,SO
Russ MacFarlane	GWJNF SO Resource Specialist: Silviculture	<a href="mailto:rmacfarlane@fs.fed.us">rmacfarlane@fs.fed.us</a>	540-265-5168	R8,George Wash & Jeff NF,SO
TBD	GWJNF SO Resource Specialist: Contracting			
<b>Third Party Contractors</b>				
Grace Johnson	Galileo	<a href="mailto:grace.ellis@galileoaz.com">grace.ellis@galileoaz.com</a>	480-629-4705	Tempe, AZ
Lauren Johnston	Galileo	<a href="mailto:lauren.johnston@galileoaz.com">lauren.johnston@galileoaz.com</a>	480-629-4705	Tempe, AZ
TBD	Transcon			
TBD	Transcon			
<b>Cooperating Agency Specialists</b>				
Greg Fuhs	BLM – Primary Contact	<a href="mailto:gfuhs@blm.gov">gfuhs@blm.gov</a>	202-912-7717	BLM Eastern States Office
Davida Carnahan	BLM – Back up	<a href="mailto:dcarnahan@blm.gov">dcarnahan@blm.gov</a>	202-912-7713	BLM Eastern States Office
Shayne Banks	BLM – Local Contact	<a href="mailto:sbanks@blm.gov">sbanks@blm.gov</a>	601-919-4652	BLM Southeastern States District Office
Paul Friedman	FERC Contact	<a href="mailto:paul.friedman@ferc.gov">paul.friedman@ferc.gov</a>	202-502-8059	FERC WO

\* TBD = team member yet to be determined; name in brackets is the program area supervisor or contact that will coordinate assigning personnel

## 2.3 Strategy

Communications among team members will occur throughout the life of the project, including conference calls, meetings, and sharing of documents (table 2). As with other aspects of the Project Management Plan (PMP), the strategy will be updated as needed, in consultation with the client lead and the team. This strategy considers the virtual nature of the EP, as well as the desire to minimize travel costs.

Following approval of the PMP, one in-person (face-to-face) meeting with the EP service line manager and project manager will initiate the project. If restrictions limit travel, the meeting will occur via VTC or conference call. Identified EP specialists will travel to the GWJeff National Forests to complete necessary field work described in this PMP.

Regular, weekly virtual meetings will be established for the EP project manager and client lead (other members joining when necessary) for the duration of the project. When needed, meetings will be scheduled. A meeting cancellation must occur with at least three days in advance notice. Additional virtual meetings may be scheduled, as needed. Written quarterly briefings and updates will be provided to the client lead and responsible official to keep them apprised of progress and key check-points.



**Table 1. Communications matrix**

Type	Objective	Medium	Frequency	Audience
Project Management Meeting – Phase 1	Introduce the project and the overall project management and coordination approach.	Conference call and/or VTC	October 2017	Client Lead Agreement Manager EP Project Manager
Project Kick-off Meeting	Initial meetings, for each specialty, to introduce the project, project area, people involved, schedule, and the scope of work. A call was held for Cost Recovery, Engineering, Public Affairs, Scenery, Timber, and general project management	VTC or conference call	November and December 2018	Responsible Official, Client Lead, Galileo; applicable team members
Regular Coordination Meetings	Review status of the project; key deliverables; schedule; invite team members as needed	Conference call and/or VTC	Weekly starting in January 2018	Client Lead EP Project Manager Galileo Team members as needed
Technical & QA/QC Meetings	Technical issues and needs discussions	Conference call and/or VTC	As needed	Applicable team members
Monitoring Field Work	Assess local conditions, discuss technical issues or conflicts and identify solutions	In person	3-6 times in January 2018 for Timber;	Timber and Engineering EP team members
Quarterly Reports	Communicate progress, status, finances, and any issues	Email	Quarterly: Jan, Apr, Jul, Oct	Client Lead, Responsible Official
Interim File Sharing and Storage	Real-time project status information, schedule, data, photos, file sharing, document reviews, etc. Safe file storage for all official project files and records.	Pinyon	Available for project duration	Full Team
Official Project Record	Provide project documentation	Email	Ongoing	Galileo GWJeff

Communication with the public is also a critical component of this project. The EP specialists will coordinate responses to inquiries from the public, stakeholders, and other agencies as they are received. We anticipate the GWJeff National Forests will have some additional meetings with cooperating agencies and primary stakeholders, as needed. The meetings will be scheduled and coordinated by the GWJeff National Forests. If any meetings are scheduled, the EP public affairs team members will assist with preparing materials, as needed and requested by the client lead. The EP specialists are not anticipated to attend these meetings.

Another key component is to utilize the communication strategy under development by Galileo. All emails and correspondence will follow that strategy. All correspondence outside of the EP will include Galileo and the client lead.

This project will also use a project Pinyon site, accessible to all Forest Service employees assigned to the project. The site will serve as a way to share project information, files and documents for review, and as interim data backup for project files.



### 3.0 Project Baseline

The baseline will define a schedule (when it is to be accomplished) and cost (how much it should cost in order to accomplish the scope within the established timeframe). The baseline needs to be clearly articulated at the beginning of the WO so confusion is minimized and clear sideboards are set for managing the project. Any proposed changes from the baseline should be identified as early as possible, in order to make necessary adjustments. The sections below define the scope, schedule, and cost baselines for the Mountain Valley Pipeline, as authorized by an EP WO (SPL-18-0808-001).

### 3.1 Scope

Scope baseline is defined as the purpose, objectives, and management sideboards of a project. Changes in scope may lead to unintended costs, schedule overruns, or quality problems. The EP project manager and client lead will work closely to ensure any changes in scope are managed and additional work is only completed given the availability of funds. Additional work will often require an amendment to the WO.

The Fiscal Year (FY) 2018 scope of this project includes two phases (described in detail in the following sections), FY 2019 will be added to the scope and CR agreement later in the 4<sup>th</sup> quarter of FY 2018:

1. Phase 1 – Project Development: includes preparing this project management plan and developing the framework for the completion of monitoring, CR, and public affairs tasks.
2. Phase 2 – FY 2018 work.

#### Task 1.1 – Prepare Project Management Plan

The project manager is developing this plan with input from team members. The PMP will be used to guide the completion of all remaining tasks associated with this project, including defining roles and responsibilities. The PMP will also form the basis for an additional WO to fund the project to completion. This plan will be reviewed by the client lead and responsible official, and revised as necessary. Updates are scheduled annually by FY. Additional updates will likely be needed as the project progresses and new details emerge.

#### ***Key roles and responsibilities***

- Project manager – Prepare the PMP with input from team members and client; coordinate and manage the project with client lead, responsible official, agreement manager, and team members
- Agreement manager – Manage the WO, prepare WO amendments, track finances and accomplishments, and prepare quarterly reports in coordination with the project manager.
- Responsible official – Identify staffing needs and need for Enterprise Program assistance; provide input on measures of success, sideboards, and quality criteria; coordinate with the client lead and project manager to provide input on project baseline; review and approve the PMP.
- Client lead – Review and provide feedback on PMP, WOs and amendments; facilitate the review and approval of the PMP by the responsible official.
- EP team – Provide input in the development of the PMP related to tasks, schedule and timeframes, assumptions, estimates, roles and responsibilities, quality criteria, etc.



### **Task 1.2 – Review Background Information**

The project manager will review existing background information provided by the client lead, including previous work on the project, and share pertinent information with team members to help inform their estimates.

**Primary Responsibility:** project manager

**Secondary Responsibility:** EP team

### **Task 1.3 – Prepare Detailed Statement of Work & Cost Estimate**

This task encompasses developing a Statement of Work (SOW) and signing a new WO to complete this project, which covers FY 2018. A new SOW will be developed for FY 2019. The SOW identifies specialists needed, estimated time and salary costs, and other tasks mutually agreed to between the GWJeff National Forests and the EP. The target date for signing a new WO is not later than January 2, 2018.

**Primary Responsibility:** project manager and client lead

**Secondary Responsibility:** agreement manager

### **Phase 2 – FY18 Monitoring, Public Affairs, and Cost Recovery**

Phase 2 covers public affairs to support the final ROD and project implementation, establishment of a monitoring CR agreement, timber removal monitoring, and engineering monitoring support.

#### **Task 2.1 – Public Affairs**

The EP will provide all of the public affairs support needs that arise for the Mountain Valley Pipeline project from the release of the final ROD to project construction end.

##### ***2.1.1 Public Affairs for the Final Record of Decision:***

Upon signing the initial WO, the EP public affairs officer (PAO) and PAO assistant completed all aspects of the task assigned to the EP in the Mountain Valley Pipeline final ROD Communication Plan (Com Plan). Since this work was completed in November, 2017 it is not outlined in detail here. Please refer to the Com Plan for more information.

##### ***2.1.2 Public Affairs for Project Construction***

Following the final ROD, the EP will manage all public inquiries about the Mountain Valley Pipeline, develop a project construction Com Plan, briefing papers, frequently asked questions, talking points, key messages as needed to support the project (e.g. when trees are cleared and when construction begins), and serve as project information specialists.

#### ***Key roles and responsibilities***

- EP PAO Lead and Assist – Complete all aspects of public affairs preparation for the final ROD including the development of a Com Plan, briefing papers, frequently asked questions, new releases, and key messages.
- EP PAO Lead and Assist – Conduct contact with external and internal interested parties, as described in the Com Plan; reply to all inquiries in coordination with the Responsible Official. In the first 24 hours EP coordinated responses from the Responsible Official. Following the 24 hours, EP sent/will send replies following content approval by the Responsible Official.



- EP PAO Lead and Assist – Manage all public inquiries in FY18, develop interview content, inquiry responses, briefing papers, talking points, new releases, and any other public affairs needs to support the project identified by the GWJeff. Maintain familiarity with project design and changes as they are made.
- GWJeff National Forests PAOs – Provide information as needed to the EP, manage the project website and updates, and facilitate coordination with the Responsible Official.
- The Responsible Official – Review all responses, interview content, and public documents prior to the EP sending replies or updates.

**Primary Responsibility:** EP PAO lead and assistant; GWJeff National Forests Responsible Official, GWJeff National Forests PAO staff

**Secondary Responsibility:** EP project manager, client lead, and the EP service line manager

## **Task 2.2 – Cost Recovery Agreement Management**

The EP will provide all CR agreement development and maintenance work for the GWJeff National Forests for the remaining duration of CR.

### ***2.2.1 Establishment of a Cost Recovery Agreement for Monitoring***

A Major Monitoring CR Agreement will be developed for the FY 2018 through either an amendment to the current Major Processing Agreement or development of a separate Major Cost Recovery Agreement. The agreement will cover agency time to monitor the pipeline for compliance with the terms and conditions of an authorization. This work will entail coordination with the proponent GWJeff National Forests officials in developing the CR agreement, developing a draft CR agreement for review by all parties, a final CR document, entering and sending supporting documents to the Albuquerque Service Center for processing, collaborating with Forest Staff for data entry into the Special Uses Database System, and tracking transaction registers and Forest Service charges.

### ***2.2.2 Monitoring and Amendment of Cost Recovery Agreement***

The EP will monitor the spending and reporting of expended costs. If costs are nearing the authorized amount, additional funding must be received from the Holders in accordance with the agreement and the EP will liaise with the Forests for further strategy.

### ***Key roles and responsibilities***

- EP Cost Recovery POC – Facilitate all aspects of developing or amending a monitoring cost recovery agreement, on-going monitoring of forest and enterprise expenditures, and facilitation to amend the agreement every fiscal year or as needed.
- GWJeff National Forests – The Processing Cost Recovery Agreement is the responsibility of GWJeff National Forests Staff and not included in the EP scope of work. In addition, monitoring expenditures for the Monitoring Cost Recovery Agreement is dependent on Forest Service Staff reporting accurate expenditures, and the EP is not held responsible for inaccurate or insufficient reporting. For accurate reporting, the EP will request expenditures from Forest Service staff. If no response is received, the EP will send a second notice for a request of information. If no movement occurs, the EP will provide all documentation to date and the client will be responsible for providing the additional documentation needed.



**Primary Responsibility:** EP CR POC (Amy Sutton), GWJeff National Forests CR POC (Alex Faught)  
**Secondary Responsibility:** EP project manager, client lead

### **Task 2.3 – Engineering Monitoring**

The EP will provide Contracting Officer Representative (COR) services to manage a tunneling specialist in the event current tunneling plan is not successful; geotechnical construction review of slopes; and review of road installation plans for short and long term stability.

#### **2.3.1 Tunneling Contracting Officer Representative Services:**

COR needs are for the tunneling project and the potential need for quick review of alternatives if the current tunneling plan is not successful during implementation. The use of the Indefinite Delivery, Indefinite Quantity (IDIQ) contract is optional and will be based on technical requirements if/when the analysis of the alternative is needed. Review of the alternative may occur within the Forest Service and the EP, with concurrent Federal Energy Regulatory Commission (FERC) review. If it is deemed services of the firm listed in the Region 8 IDIQ contract, Terrasol, are needed, the EP services will include writing a scope of work and providing an engineering estimate for the requested services. One COR would be needed for dates to be determined.

#### **2.3.2 Slope Stability Geotechnical Services**

Geotechnical Services may include general construction review of slopes along the entire construction corridor affecting Forest Service lands. They will include review of stability analysis associated with spoil sites and temporary stockpile locations, and for more in depth review of geotechnical stabilization measures at six sites identified previously as areas requiring engineered stabilization measures. It is assumed the review and oversight of trenching activities for safety compliance will be performed by others, and the interest of the Forest Service and the associated Enterprise task is for the protection of land and resources within and adjacent to the pipeline installation activities. Day to day on-site oversight will be performed by a third party consultant, Terracon, under a separate agreement.

#### **2.3.3 Road Installation Review Services**

Evaluation of roads, both permanent and temporary, will be evaluated for adequate short and long term stability, and for the proper placement of erosion and sediment control measures. Services may include general plan review, on-site review and the EP will serve as a technical resource to the Forest for questions associated with the proposed road installations. It is assumed the review and oversight of the road design will include general design elements including width, radii, proper drainage, adequate structural section, etc., and will focus on the protection of land and resources within and adjacent to the road installation. Day-to-day on-site oversight will be performed by a third party consultant, Terracon, under a separate agreement.

#### **2.3.4 Close out Report**

The EP will provide the Forest a final report outlining the work performed and the associated assumptions that were made in the review and recommendations given to the tasked outlined above.

### **Key roles and responsibilities**

- EP - Provide COR services for tunneling, and geotechnical review of slope and road stability.

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- GWJeff– Provide project information support, as needed.

**Primary Responsibility:** EP engineering team members; GWJeff National Forests Engineering team members

**Secondary Responsibility:** EP project manager, client lead

#### ***Task 2.4 –Timber Cruising/Monitoring of Contract Boundaries and Timber Sale Administration***

The EP will cruise timber and monitor undulating lines prior to tree removal. During tree removal EP will provide harvest inspection and timber sale administration

##### ***2.4.1 Timber Cruising and Monitoring Undulating Lines***

Prior to timber felling and removal the EP will provide a crew of certified timber cruisers which will be conditionally certified by the local Forest Service Unit. While on site the EP crew would also monitor the marking of undulating edges to ensure compliance with Scenic Integrity conditions of the authorization

##### ***2.4.2 Timber Removal Monitoring and Timber Sale Administration***

The EP will provide a Timber Sale Administrator and Harvest Inspector for timber removal from the pipeline corridor to ensure compliance with a Timber Settlement Agreement granting removal of timber within a designated right-of-way.

#### ***Key roles and responsibilities***

- EP Timber Sale Administrator and Harvest Inspector – Provide timber removal, timber sale administration, and undulating lines monitoring in FY18.
- GWJeff– Provide project information support, as needed.

**Primary Responsibility:** EP Timber Removal and Sale Administrator, GWJeff National Forests Timber POC

**Secondary Responsibility:** EP project manager and client lead

### **3.2 Deliverables and Schedule**

The goal is to have the EP monitors and CR in place when construction begins. Public affairs support is already in place and is not anticipated to have schedule impacts. In order to achieve this goal, the schedule will be reviewed regularly with the client lead and all members of the team and updated when necessary. Reviewing the schedule and approving changes will be an important component of each work order amendment.

The anticipated deliverables discussed by task in the previous section are summarized in table 3. The deliverables are to be produced primarily by the EP staff (exceptions noted), but result from efforts by both the EP and the GWJeff National Forests staff. This schedule is based on assumptions that the scope of work described in this plan and the schedule for pipeline construction will remain consistent. If there are schedule or scope changes this schedule may need to be updated.



**Table 2. Tasks, deliverables, and target dates**

Task	Description	Deliverable	Target Date
<b>Phase 1 – Project Development</b>			
1.1 Initial Work Order	Develop an initial scope of work to develop a scope of work so the EP staff is available for public affairs and other immediate tasks	Signed work order*	November 2, 2017
1.1 Project Management Plan	Develop overall framework for project management, coordination, and completion	Project management plan	Draft: December, 2017 Final: December, 2017
1.3 Scope of Work	Develop the detailed scope of work for completion of the project, including cost estimates, schedule, and deliverables	Signed work order*	December, 2017
<b>Phase 2 – FY18 Monitoring, Public Affairs, and Cost Recovery</b>			
2.1.1 Public Affairs for the Final ROD	Complete public affairs support for the final ROD as described in the Com Plan; provide public affairs support during project implementation.	Final ROD Communication Plan, supporting documents; response to public inquiry	December 1, 2017
2.1.2 Public Affairs for Pipeline Construction	Public affairs support for Pipeline Construction.	Construction Communication Plan; talking points, briefing papers, responses to inquiries	January, 2018; as needed
2.2.1 Cost Recovery Agreement Establishment	Development or amendment of a monitoring cost recovery agreement.	Monitoring Cost Recovery Agreement	January, 2018
2.2.2 Cost Recovery Agreement Management	On-going monitoring of forest and enterprise expenditures, and facilitation to amend the agreement every fiscal year or as needed.	Periodic expenditure reports; amended Monitoring Cost Recovery Agreement	Reports - Quarterly – 1st report March 2018; Amendment: by FY; as needed
2.3.1 Engineering – Tunneling Contracting Officer Services	COR on standby should tunneling plan prove unsuccessful.	IDIQ Contract with Terrasol	TBD – Dependent on Construction Schedule and Need
2.3.2 Engineering Slope Stability Geotechnical Services	Geotechnical review of slope stability analysis and plan.	Completed Review	TBD – anticipated in January 2018
2.3.3 Engineering Road Installation Review	Road Installation Plan review.	Completed Review	TBD – anticipated in January 2018
2.3.4 Engineering Close Out Report	Summary report of all EP work conducted for Engineering.	Final Report	March 2019
2.4.1 Timber Cruising and Monitoring Undulating Lines	Enterprise will provide a crew of certified timber cruisers. While on site the EP crew would also monitor the marking of undulating edges to ensure compliance with Scenic Integrity conditions.	Cruise cards for cruising/shapefile verification	Prior to Timber Felling - January – March 2018



Task	Description	Deliverable	Target Date
2.4.2 Timber Removal and Timber Sale Administration	Enterprise will provide a Timber Sale Administrator and Harvest Inspector for timber removal.	Sale Administration Daily Diary	January-March 2018

\* Responsible official approval/check point

### 3.3 Cost

The estimated budget for this project is listed below. The EP shall provide specialist labor to support the GWJeff National Forests on the Mountain Valley Pipeline Project, as detailed here and in the work order. The EP will be providing personnel to staff the following positions:

Project Manager	Cost Recovery Agreement Manager	Public Affairs Officers
Timber Sale Administrator	Timber Harvest Inspector	Timber Monitors
Senior Roads Engineer	Geotechnical Engineer	Civil Engineer (for IDIQ)
Writer/Editor	Agreement Manager	

Additional funds may be required. The hours/days of labor provided will be contingent on funds provided.

The cost estimate (table 4) is based on the best available information at the time of preparation. The agreement manager will be responsible for carefully tracking the schedule, accomplishments and expenditures and regularly communicating this to the client lead if any changes in scope, schedule, or budget are needed. If any tasks are over-estimated, the agreement manager will identify these surplus funds as the project progresses and discuss this with the client lead. The excess funding can be used, as needed, in other areas of the project (e.g., objection period), transferred to another project on the Grasslands, or returned to the Grasslands.

Note: This section displays costs incurred by the EP only. The contribution that all team members, responsible official, and other non-EP program employees provide during project oversight, management, review periods, and final acceptance is important and necessary to ensure high quality deliverables and successful completion of this project. Client contributions, however, are not factored into this budget.

**Table 4. FY 18 Project cost summary**

Title	Estimated Hours	Estimated Travel	Estimated Labor Costs	Total Estimated Cost
Project Manager	400	Yes – 1 trips	54,000	56,000
Public Affairs Officer - Lead	595	Yes with PM trip	80,325	80,325
Public Affairs Officer - Assist	720	Yes - 1	64,800	66,800
Cost Recovery Agreement Manager	260	No	20,800	20,800
Timber Harvest Inspector	480	Yes – 6 trips, Vehicles	48,000	62,400
Timber Sale Administrator	480	Yes – 6 trips, Vehicles	55,200	69,600

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Timber Monitors	960	Yes – 3 trips for 4 people	86,400	104,400
Senior Engineer, Road Review	124	Yes - 2	15,500	21,200
Geotechnical Engineer	283	Yes - 3	35,375	43,495
Civil Engineer	132	No	16,500	16,500
Engineer IDIQ - Tunneling Contract	924	Yes – 1 trip for 3 people	159,744	163,500
Writer/Editor	80	No	10,000	10,000
Service Line Manger	25	No	4,275	8,550
<b>Total</b>	<b>5,463</b>	<b>72,651</b>	<b>650,919</b>	<b>723,570</b>

\*Travel for initial on-site meeting budgeted separately

The estimated budget to complete the project is \$723,570. Approximately \$13,000 of the funds to complete Phase 1 and part of Phase 2 have already been expended. All costs are listed to show the complete cost of the project. The balance of funds currently allocated through work order is approximately \$25,629. The gap between funds currently allocated and the projected project cost is **\$710,570** (table 5) to fund the scope of work outlined in this PMP.

**Table 5. Funds needed for new work order**

Total FY 2018 project cost, Phases 1-2	\$723,570
Current balance in work order	-\$25, 630
Funds already expended - Phase 1, partial Phase 2	\$13,000
Balance needed to fund new work order	\$710,570

## 4.0 Project Tracking and Control

### 4.1 Scope Management

As this project progresses, the project manager will verify project deliverables against the scope baseline. Once the project manager verifies the deliverables meets the requirements defined in this plan and the WO, it will be transmitted to the client lead for review and acceptance. Once any specified reviews and revisions are conducted and a final product transmitted, the client lead will accept the deliverable in writing, either through email, meeting notes, or letter. This signifies the deliverable has been completed to satisfaction. Missed deadlines by the client are likely to require revisions to the timeline and line officer approval. This will help minimize re-work (and associated slips in schedule and budget) and ensure that work remains within the scope throughout the life of the project.

### 4.2 Schedule and Cost Management

The schedule and budget for this project will be managed by the project manager at the task and sub-task level. The project manager will regularly check progress against the agreed upon scope, schedule, and budget. Some variation is normal; assumptions related to cost management are included in the WO. While any multi-year project will result in occasional deviations, large and/or frequent deviations can create problems. Periodic deviations from established deliverable due dates can accumulate into a slip in the overall project completion date. The project manager will bring any issues forward to the agreement manager and client lead for immediate resolution. The EP will assume acceptance of deliverables if



comments are not received by agreed-upon due dates. Written quarterly reports will also be used as a formal method of sharing project status.

Corrective actions may be necessary via an amendment to the WO (and a subsequent update to this plan) with a change in scope, added funds, or a revised schedule. If this kind of change is necessary, it will be reviewed and approved by the client lead and agreement manager, at a minimum, and project work will stop during this period of renegotiation.

### 4.3 Change Management

The project manager will control the scope, will ensure only the work described in the scope baseline is completed by the EP, and that work is progressing on time and within budget.

If a change in scope, schedule, or cost is requested by the client or the EP, or is needed to address an issue, the project manager will determine if the change would affect the schedule, quality of deliverables, or cost and bring this determination forward to the client lead and the agreement manager for discussion. The change may or may not require an amendment to the work order.

Some minor changes may be inconsequential and have no impact on overall schedule or budget therefore will not require an amended work order; however, all changes will be documented and agreed to by the project manager and client lead. As a rule of thumb, the work order must be amended if proposed changes:

- Require new or significantly different deliverables;
- Will modify the schedule such that the date of completion must be changed; or,
- Require additional funds to be obligated or change the estimate of existing costs.

### 5.0 Plan Acceptance and Amendments

The following table documents the acceptance of this plan by the responsible official and project management team. By accepting this plan, each member of the project management team acknowledges his/her role in the role and accepts the responsibility as stated herein. As changes to the plan are needed, the amendments will be summarized here and the plan will be circulated for signatures with those changes incorporated. This plan should be amended whenever there are changes in the project baseline (scope, schedule or costs) or changes in roles and responsibilities.

**Table 6. Project management plan revision tracking**

Changes to Project Management Plan	Approvals (insert date of review and approval)			
	Project Manager	Client Lead	Agreement Manager	Responsible Official
Original Plan	Jessica Rubado 12/13/2018			



**From:** Adams, Jennifer - FS  
**To:** [Grace Ellis](#); [Lauren Johnston](#)  
**Cc:** [Adams, Jennifer - FS](#)  
**Subject:** FW: FS 6500-208 for 17-MJ-11080811-101 (MVP ROW Grant Application CR Processing)  
**Date:** Thursday, July 6, 2017 9:06:29 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)  
[image008.png](#)  
[FS 6500-208 17-MJ-11080811-101.xlsx](#)  
[MVP ROWapp CR Agreement MJ11080811101 EXECUTED binder 23May17.pdf](#)  
**Importance:** High

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**Jennifer P. Adams**  
**Special Project Coordinator**  
**Forest Service**  
**George Washington & Jefferson National Forests**

**p: 540-265-5114**  
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5162 Valleypointe Parkway  
Roanoke, VA 24019  
[www.fs.fed.us](http://www.fs.fed.us)



**Caring for the land and serving people**

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**From:** Faught, Alex R -FS  
**Sent:** Thursday, July 06, 2017 9:37 AM  
**To:** Twaroski, Jim -FS ; Abing, Timothy -FS  
**Cc:** Millott, Jason R -FS ; Adams, Jennifer - FS ; Timm, Joby -FS ; Brown, JoBeth -FS ; LeMaster, Elizabeth -FS  
**Subject:** FW: FS 6500-208 for 17-MJ-11080811-101 (MVP ROW Grant Application CR Processing)  
**Importance:** High

Jim/Tim:

Spending is now authorized for the MVP ROW grant application processing. Please see the attached jobcode assignment and cost recovery agreement and notify the appropriate RO/WO personnel needing to charge to this agreement.

Sincerely,



**Alex Faught**  
**Lands Program Manager**  
**Forest Service**  
**George Washington & Jefferson National Forests, Supervisor's Office**

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Roanoke, VA 24019

[www.fs.fed.us](http://www.fs.fed.us)



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**From:** Pollworth, Menn -FS

**Sent:** Monday, July 03, 2017 4:28 PM

**To:** Faught, Alex R -FS <[afaught@fs.fed.us](mailto:afaught@fs.fed.us)>

**Cc:** Millott, Jason R -FS <[jasonrmillott@fs.fed.us](mailto:jasonrmillott@fs.fed.us)>

**Subject:** FS 6500-208 for 17-MJ-11080811-101

Spending is now authorized for the subject agreement. It may take up to 48 hours before the shorthand code is available for use in the feeder systems.

Thank you.



**Menn Pollworth**

**Lead Financial Analyst, Reimbursable & Advance Collection Agreements (RACA)**

**Forest Service**

**ASC CFO Budget & Finance, Accounting Operations**

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## **CATEGORY 6 MAJOR COST RECOVERY AGREEMENT**

**Between**

**USDA, FOREST SERVICE, George Washington & Jefferson National Forest,  
and MOUNTAIN VALLEY PIPELINE, LLC**

This agreement is entered into between the UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, George Washington & Jefferson National Forest (the Forest Service), and the Mountain Valley Pipeline, LLC (the applicant) under 36 CFR 251.58.

### **A. RECITALS**

1. On March 3, 2017, the Forest Service and Bureau of Land Management accepted the applicant's application for use and occupancy of National Forest System lands (hereinafter "the application"), which is enumerated in Appendix A. The Forest Service shall assess the applicant a cost recovery fee for the agency's costs to process the application.
2. The Forest Service has determined that the fee for processing the application falls within category 6 under the applicable Forest Service processing fee schedule and/or that the fee for monitoring the applicant's special use authorization falls within category 6 under the applicable Forest Service monitoring fee schedule.
3. The geographic area to be covered by this agreement is the Mountain Valley Pipeline project area shown generally on the attached Appendix B.
4. The application has been submitted or the applicant's special use authorization is being issued under the Mineral Leasing Act, or under other authorities and the applicant has waived payment of reasonable costs. Therefore, the Forest Service is entitled to recover its full actual costs incurred in processing the application or monitoring the authorization.
5. Payment of a processing fee by the applicant does not obligate the Forest Service to authorize the applicant's proposed use and occupancy. If the application is denied or withdrawn in writing, the applicant is responsible for costs incurred by the Forest Service in processing the application up to and including the date the agency denies the application or receives written notice of the applicant's withdrawal. If the applicant withdraws the application, the applicant also is responsible for any costs subsequently incurred by the Forest Service in terminating consideration of the application.
6. The Forest Service shall determine the appropriate level of environmental analysis for the application and inform the applicant prior to initiating the environmental analysis.
7. Information associated with this agreement may be released to the public in accordance with the provisions of the Freedom of Information Act and Privacy Act.

## **PART I - PROCESSING FEES**

### **B. BASIS FOR PROCESSING FEES**

Processing fees for the application are based upon the direct and indirect costs that the Forest Service incurs in reviewing the application, conducting environmental analyses of the effects of the proposed use, reviewing any applicant-generated environmental documents and studies, conducting site visits, evaluating the applicant's technical and financial qualifications, making a decision on whether to issue the authorization, and preparing documentation of analyses, decisions, and authorizations for the application. The processing fee for the application shall be based only on costs that are necessary for processing the application. "Necessary for" means that but for the application, the costs would not have been incurred. The processing fee shall not include costs for studies for programmatic planning or analysis or other agency management objectives, unless they are necessary for processing the application. Proportional costs for analyses,



such as capacity studies, that are necessary for the application may be included in the processing fee.

### **C. AGREEMENT**

In consideration of the foregoing, the parties agree as follows:

1. Scope of Work. The Forest Service shall develop a scope of work for processing the application and an estimate of the agency's costs to process the application, which will be incorporated into this agreement as Appendix C. This scope of work shall report direct costs in categories that correspond to those in the agency's accounting system, e.g., job code, personnel compensation based upon the cost to the government (salary and benefits), travel, and other direct services, materials, and supplies. In addition, the estimate of the agency's processing costs shall include the agency's indirect costs based upon the approved annual indirect cost rate. Classification of costs as direct or indirect shall be in accordance with the published Forest Service budget for the applicable fiscal year.

2. Environmental Analysis. The Forest Service shall supervise the preparation of the environmental analysis associated with the application in compliance with applicable legal requirements, including public review of the analysis, analysis of public comments, and decision documentation. In exercising this responsibility, the Forest Service shall endeavor to foster cooperation among other agencies involved in the process, and to integrate National Environmental Policy Act requirements and other environmental review and consultation requirements to avoid, to the fullest extent possible, duplication of efforts by those agencies. However, the Forest Service shall not delegate to any other agency its authority over the scope and content of the environmental analysis, or approval or denial of the application.

3. Billing. The Forest Service shall bill the applicant prior to commencement of work. The applicant agrees to pay the estimated processing fee of \$679,047.67. The bill for the estimated processing fee will be sent by The Forest Service, Albuquerque Service Center (ASC).

4. Payment. The applicant shall pay the estimated processing fee within 30 days of the date the bill for the fee is issued. The Forest Service shall not initiate processing the application until the estimated processing fee is paid. If the applicant fails to pay the estimated processing fee or the fee is late, the Forest Service shall cease processing the application until the fee is paid.

5. Statement of Costs. The Forest Service shall upon completion of the project report costs incurred for processing the application by providing a financial statement from the agency's accounting system to the applicant.

6. Underpayment. When the estimated processing fee is lower than the full actual costs of processing an application submitted under the Mineral Leasing Act, or lower than the full reasonable costs (when the applicant has not waived payment of reasonable costs) of processing an application submitted under other authorities, the applicant shall pay the difference between the estimated and full actual or reasonable processing costs within 30 days of billing.

7. Overpayment. If payment of the processing fee exceeds the full actual costs of processing an application submitted under the Mineral Leasing Act, or the full reasonable costs (when the applicant has not waived payment of reasonable costs) of processing an application submitted under other authorities, the Forest Service shall either (a) refund the excess payment to the applicant or (b) at the applicant's request, credit it towards monitoring fees due.

#### **8. Disputes**

a. If the applicant disagrees with the estimated dollar amount of the processing costs, the applicant may submit a written request before the disputed fee is due for substitution of alternative estimated costs to the immediate supervisor of the authorized officer who determined the estimated costs. The written request must include supporting documentation.

b. If the applicant pays the full disputed processing fee, the Forest Service shall continue to process the application during the supervisory officer's review of the disputed fee, unless the applicant requests that the application processing cease.

c. If the applicant fails to pay the full disputed processing fee, the Forest Service shall suspend further processing of the application pending the supervisory officer's determination of an appropriate processing fee and the applicant's payment of that fee.

d. The authorized officer's immediate supervisor shall render a decision on a disputed processing fee within 30 calendar days of receipt of the written request from the applicant. The supervisory officer's decision is the final level of administrative review. The dispute shall be decided in favor of the applicant if the supervisory officer does not respond to the written request within 30 days of receipt.

9. Lack of Administrative Appeal. A decision by an authorized officer to assess a processing fee or to determine the estimated costs is not subject to administrative appeal. A decision by an authorized officer's immediate supervisor in response to a request for substitution of alternative estimated costs likewise is not subject to administrative appeal.

10. Amendment. Modifications to this agreement shall be made in writing and shall be signed and dated by both parties.

11. Expiration and Termination. This agreement expires on January 1, 2021. Either party, in writing, may terminate this agreement in whole or in part at any time before it expires. The applicant is responsible for all Forest Service costs covered by this agreement that are incurred up to the date of expiration or termination.

12. Principal Point of Contact. The Forest Service and the applicant shall each establish a principal point of contact for purposes of this agreement.

The Forest Service's contact is Jennifer Adams, Special Project Coordinator (540) 265-5114 or jenniferpadams@fs.fed.us.

The applicant's contact is John Centofanti, Corporate Director Environmental Affairs, (412) 395-3305 or jcentofanti@eqt.com

## **PART II - MONITORING FEES**

### **A. BASIS FOR MONITORING FEES**

The Forest Service shall assess the applicant a monitoring fee based upon the agency's estimated costs to ensure compliance with the terms and conditions of the authorization during all phases of its term, including but not limited to monitoring to ensure compliance with the authorization during the construction or reconstruction of temporary or permanent facilities and rehabilitation of the construction or reconstruction site.

### **B. AGREEMENT**

The parties agree that if a special use permit is authorized through a Forest Service NEPA decision, monitoring fees will be assessed. Assessment of monitoring fees will occur by either amending this agreement to add monitoring terms or by entering into a new separate cost recovery agreement.

Shawn M. Posey  
Applicant Name Print

SVP  
Applicant Title

Shawn M. Posey  
Applicant Signature

Tony Tooke  
Regional Forester  
USDA, Forest Service

05/15/2017  
Date

05/02/2017  
Date

0596-0082.. The time required to complete this information collection is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

## **APPENDIX A**

### **Applications and Authorizations Subject to this Agreement**

#### Applications

SF-299 submitted by Mountain Valley Pipeline, LLC to the Bureau of Land Management and Forest Service, dated 3/2/2017, and any future revisions thereto

#### Authorizations

## **APPENDIX B**

### **Description and Map of the Geographic Area**

Mountain Valley Pipeline Project



**Figure 1**  
**Proposed Route**  
**Jefferson National Forest**  
**Crossing 1**

February 2017

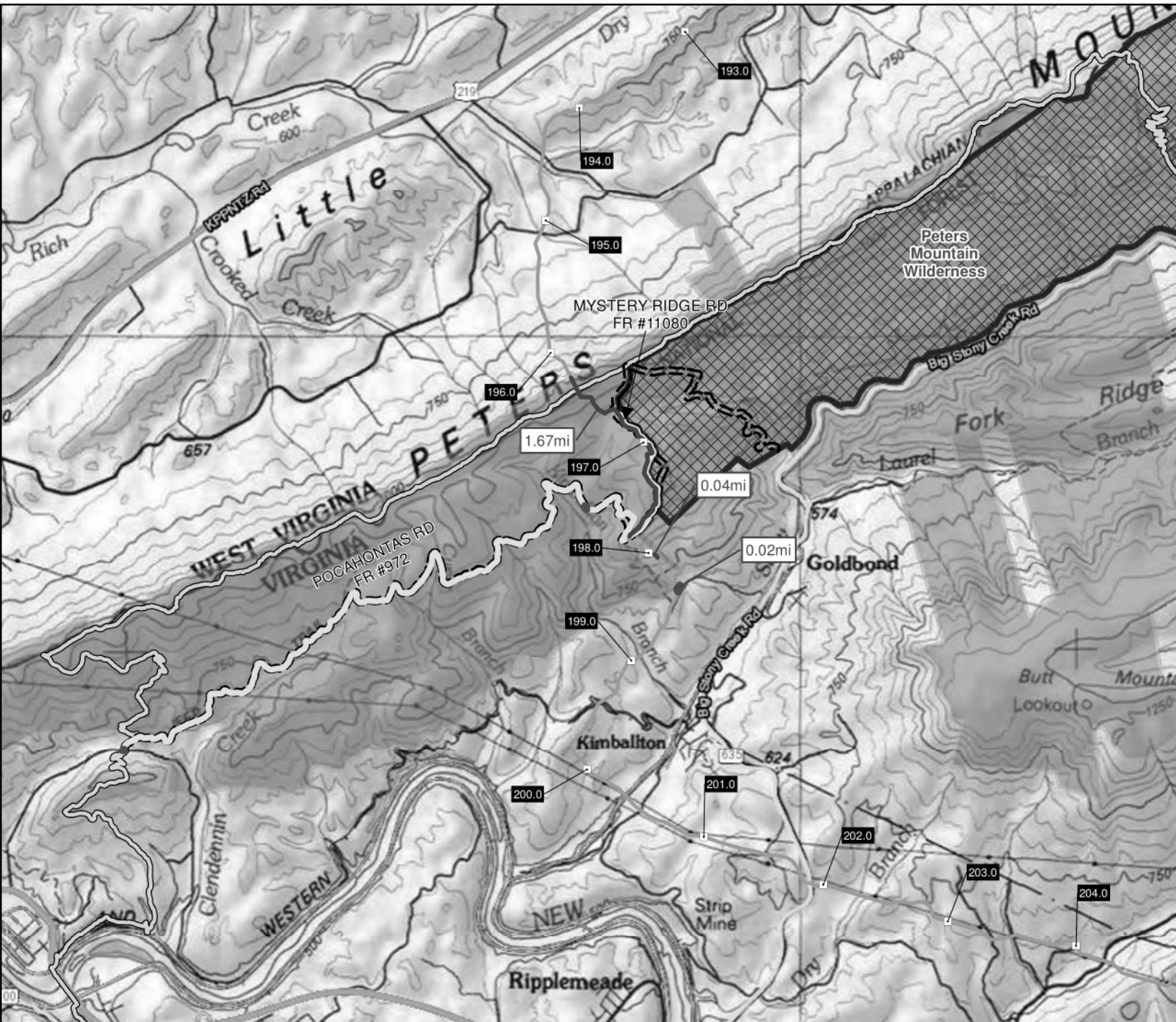
**Legend**

- Milepost
- Access Road
- Proposed Route Crossing USFS Land
- Proposed Route
- U.S Forest Service Road
- Appalachian National Scenic Trail
- Additional Temporary Workspace
- Peters Mountain Wilderness
- U.S. Forest Service (National Forest) Lands



Page 7 of 25  
 Data Sources: Appalachian Trail Conservancy, VA DCR, USDA, ESRI Streaming Data, NPS.

Document Path: P:\EQT-Equitrans\MP Project\GIS\Spatial\MXD\07\_SF\_299\_Subarea\20170216\_SF\_299\_BLM\_Crossing\_Update\Blt\_VNF\_Crossing1.mxd



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NAD 1983 UTM 17N

Page 60 of 70

1 2 Miles










## Mountain Valley Pipeline Project

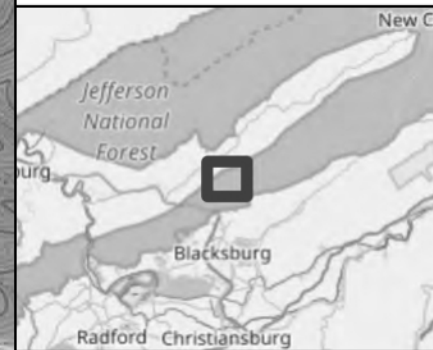


**Figure 2**  
**Proposed Route**  
**Jefferson National Forest**  
**Crossing 2**

February 2017

### Legend

-  Milepost
-  Access Road
-  Proposed Route Crossing USFS Land
-  Proposed Route
-  Additional Temporary Workspace
-  Brush Mountain Wilderness
-  U.S. Forest Service (National Forest) Lands



Page 8 of 25  
Data Sources: Appalachian Trail Conservancy, VA DCR, USDA,  
ESRI Streaming Data.

## **APPENDIX C**

### **Scope of Work**



This scope of work is based on the assumption that an Environmental Impact Statement (EIS) will be prepared for this project. The Forest Service reserves the right to make any revisions to this scope of work based on any changes in estimated Agency processing or monitoring costs.

## I. PROCESSING RESPONSIBILITIES

<b>TASK</b>	<b>RESPONSIBLE PARTY</b>
Review Application	Forest Service (FS)
Identify NEPA Team	FS
Enter into CR Agreement	FS, Applicant
Draft maps and lists of PLSS US Tracts as well as Management Prescriptions affected by Project	FS, Applicant
Public Notification - newspapers - scoping letters	Third Party, FS Third Party, FS
Scoping Meetings - agency - public	Third party, FS, Applicant Third Party, FS, Applicant
Field Review	FS, Applicant, Other Agencies
Preparation of the EIS	Third Party, FS
Review EIS and Public Comments	Third Party, FS, Other Agencies
Release Final EIS, Public Review	Public
Finalize PLSS US Tract list and maps	FS
Draft Decision Notice	Third Party, FS
Issue Decision Notice	FS
Objection Period	Public
If Approved/No Appeal Issue Authorization	FS

### **Information to be Supplied by Applicants**

The applicant will provide the Forest Service items required to locate and manage the project if authorized. These items include but are not limited to:

- Technical drawings
- Operation and maintenance plan
- Survey drawings

### **Applicant/Consultant Statement of Work**

- Centerline survey

Biological Evaluation for ESA (plant, animal, aquatic) for consultation with USFWS  
Cultural Resource Survey  
Water & Soil Evaluations  
Visual  
Construction Operation Maintenance Plan and Best Management Practices  
Other FERC or Forest Service required studies and reports

**Coordination with Other Agencies**

Forest Service will coordinate this proposed project with at least the following other agencies:

US Fish and Wildlife Service	State Department of Environmental Protection
State Department of Natural Resources	Environmental Groups
State Historic Preservation Department	Appalachian Trail Conservancy
National Park Service	Other affected parties

**Agency Statement of Work**

The Forest Service will perform the work required to locate, identify, mitigate, and issue a decision related to this project. This includes but is not limited to:

- Review Application, Construction Operation Maintenance Plan, Best Management Practices
- Review technical reports/surveys provided by Applicant/Consultant
- Meet with Applicant/Consultant and/or subcontractors
- Write Decision Document if applicable
- Process objections
- Prepare authorization if use is approved

**II. FINANCIAL PLAN**

Estimate for Fiscal Year 2017 and 2018

**PROCESSING**

<b><u>Personnel Needed for Processing</u></b>	<b><u>Estimated Processing Hours</u></b>	<b><u>Estimated Labor Costs</u></b>
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SEE ATTACHED WORKSHEET FOR DETAILS OF POSITIONS, DESCRIPTION OF WORK, ESTIMATED HOURS AND COSTS.

### **III. Applicant/Third Party/Agency Responsibilities**

#### **A. PURPOSE**

The purpose of this Scope of Work is to articulate the working arrangement whereby the Forest Service, in consultation with the Third Party Consultant and Applicant, will prepare a Record of Decision based on the EIS prepared by Federal Energy Regulatory Commission needed to issue a special use permit for possible natural gas transmission pipeline activities.

#### **B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS.**

The Forest Service has discretion to accept and approve the Applicant's proposal, and as part of this approval process must comply with the National Environmental Policy Act of 1969 (NEPA), the National Forest Management Act of 1976, the Forest Service special use permit regulations in 36 C.F.R. 251, and other applicable statutes, regulations, Executive orders, and the Forest Service Manual and Handbook direction before any action can proceed.

Based upon the project description and other information provided by the Applicant, and an initial assessment of the Project, the Forest Service has determined that an EIS is required to meet the NEPA requirements.

The parties agree that the analysis will be given a high priority, will be initiated and completed promptly, will utilize existing information and resource specialists to the greatest extent appropriate, will focus on key environmental issues, and will provide an opportunity for full participation by interested members of the public and governmental agencies consistent with the applicable legal requirements.

The parties recognize that the Forest Service retains sole responsibility for making decisions with regard to the analysis.

#### **C. IN CONSIDERATION OF THE ABOVE, THE PARTIES AGREE AS FOLLOWS:**

1. It is understood by the Applicant and the Forest Service that the analysis will be prepared by a Third Party Consultant, hired from a list of Forest Service approved contractors and paid for by the Applicant. The Consultant will be chosen solely by and serve under the direct supervision and control of the Forest Service. The Consultant's work product will be considered Forest Service work product owned by the Forest Service because it will be prepared under Forest Service supervision and is intended to meet legal requirements that apply to the Forest Service. The Consultant may obtain technical assistance or information from one or more independent, third-party subcontractors subject to Forest Service approval. The combination of the Consultant and any required subcontractors working under the direction of the Forest Service Case Manager should be sufficient to prepare the analysis.

2. Based upon a review of the project and the information developed to date, the Forest Service will make every effort to meet a time schedule mutually agreed upon in writing by the Applicant and the Forest Service. The schedule may be subsequently modified due to events or conditions beyond the control of the parties. In this event, the Forest Service will work with the applicant on a new schedule.

3. Meetings between the Applicant, Consultant, and the Forest Service, for the purpose of exchanging facts and/or information will occur as needed to plan and advance with the Project.

4. These meetings in no way limit the communications between the Applicant and the Forest Service regarding questions of procedural matters, scope of analysis, technical feasibility, mitigation, or other matters. All such meetings will generally include the Forest Service Case Manager and the principal contact of the Applicant.

5. Once the NEPA process has started (when the scoping letter is sent out), contact by the Applicant with the Consultant or the Forest Service will be limited to matters of budget or scheduling and the exchange of necessary information to support the project analysis (see F.3 and F.4).

#### **D. THE FOREST SERVICE SHALL:**

1. Establish a principal point of contact for the Forest Service (see F.12) as the Case Manager on all matters relating to the environmental analysis and the preparation of the document. The duties of the Case Manager shall include oversight of all analyses using past relevant studies and reports, and information supplied by the Applicant, the Forest Service, other agencies, the Consultant, and any subcontractors where necessary; facilitate communications between the Forest Service, the Applicant, the Consultant, and subcontractors to assure a timely and thorough exchange of relevant information among the parties; oversee the public involvement plan developed by the Forest Service, including, without limitation, all necessary scoping meetings and other public reviews; and be responsible for other duties as required to complete the analysis. The goal is to facilitate appropriate and efficient communication between the Forest Service, the Consultant, the Applicant, the public, and affected Federal, State, and local agencies, to expedite the flow of information necessary for the analysis.

2. Consider the views of the Applicant, in choosing the Consultant and manage the contract. Select the Consultant based on past experience, technical competence, availability to perform work, cost factors, and an absence of conflict of interest.

3. Assist the Applicant, as necessary, with preparation of the contract with the Consultant. The contract will be in accordance with the terms of the Scope of Work.

4. Furnish copies of the following information to the Consultant and/or Applicant:

- a. The Consultant shall be provided with the agreed-upon schedule of work between the Forest Service and the Applicant.
- b. An outline of the format to be used and the contents of the analysis as specified at 40 CFR 1500-1508.

- c. A copy of the Forest Plan, Forest Plan environmental analysis, and Record of Decision with all amendments.
  - d. Copies of the statutes, regulations, Executive orders, Forest Service Manuals and Handbooks which control or guide the preparation of the analysis and the formulation of the legal concerns related to each of the issues.
  - e. The Consultant shall be provided with written comments or reports prepared by the Forest Service Interdisciplinary Team (ID Team).
  - f. Letters, comments or other materials received by the Forest Service from interested parties or agencies in the scoping session, comments on the document, or at other stages in the analysis process.
5. Meet with the Consultant throughout the preparation of the EIS to discuss at a minimum the following topics:
  - a. The significant issues that will be addressed in the analysis.
  - b. The design criteria for the proposed action and the alternatives to the proposed action.
  - c. The alternatives to be analyzed in detail and the alternatives that will not be analyzed in detail.
  - d. The changes to the EIS required by the comments received from the public.
  - e. Proposed mitigation measures and analysis and disclosures required by those measures.
6. Make its own independent evaluation of the information submitted by the Consultant, subcontractors, the applicant, or others, and have responsibility for its accuracy (40 CFR 1506.5(b)). Make the final determination of the inclusion or deletion of material from the analysis and in all instances involving questions as to the content of any material (including all data, analysis, and conclusions).
7. Convene a Forest Service ID Team as required by 40 CFR 1500 to oversee the Record of Decision relating to Forest Service lands. It is anticipated that the ID Team will function principally as a review team, providing technical guidance to the Project Manager, Consultant, and subcontractors regarding the issues and alternatives to be addressed in the analysis. They will provide input and guidance on the adequacy of existing data and studies, and such additional matters as are useful to the prompt and efficient completion of the analysis in compliance with the applicable legal requirements. Every effort will be made to avoid duplication of tasks between the Case Manager, Consultant, subcontractors, and ID Team members and to focus the analysis on significant issues.
8. Provide the necessary personnel and other resources to complete their responsibilities in a timely and professional manner.

9. Upon request, make available all records provided to the USDA Forest Service, pursuant to the provisions of the Freedom of Information Act (FOIA), 5 U.S.C.552 and the Privacy Act, 5 U.S.C. 552a. Submitters of business information will be provided prompt notification of a request for that information. The business information submitter will be given reasonable time in which to object to the disclosure of any specified portion of the information. The business information submitter will be notified of any determination to disclose such records prior to the disclosure date, in order that the matter may be considered for possible judicial intervention. Business information submitters will be promptly notified of all instances in which FOIA requesters bring suit seeking to compel disclosure of submitted information. 7 CFR 1.12.

10. Coordinate the release of the Decision Document.

11. Supervise the preparation of the analysis in compliance with applicable legal requirements including, but not limited to, public review of the analysis, analysis of public comments, and decision documentation. In exercising this responsibility, the Forest Service will endeavor to foster cooperation among other relevant agencies and to integrate NEPA requirements with other environmental review and consultation requirements in order to avoid, to the fullest extent possible, duplication of efforts by such agencies. (40 CFR 1500.5(g)-(h), 1501.2(d)(2), 1506.2) However, the Forest Service will not delegate to any other agency its authority over the scope and content of the analysis or its approval of the Project.

12. Via the Consultant, and consistent with the applicable legal requirements, maintain the official administrative record for the project until the decision is signed. At that time, the project record will be delivered to the Forest Service.

- a. The Forest Service shall provide direction to the Consultant for design, organization, indexing, preparation, and maintenance of the administrative record for the project.
- b. The Consultant and subcontractors shall document the sampling, testing, field observations, literature searches, analysis, recommendation, and other work which provides source material for the analysis, and any Supplements to them. The Consultant and subcontractors shall also document all the Forest Service's records in a similar and compatible manner.
- c. The documentation shall be assembled in some organizational system which will make it possible for the responsible official to refer conveniently to specific documents or pages within documents. The source documents shall be listed. The list shall show the date, author, addresses, subject, and document or page number. The list shall be an appendix to the analysis and used to incorporate by reference the items on the list in the analysis.
- d. The list shall be prepared on a current basis throughout the environmental analysis and documentation processes so that it reflects the following information for each document: date, document number, page number, author, addressee, issue, sub-issue, and by page number. Provision should be made for printing reports of the sorted information.
- e. Two complete copies of the record will be available to the public during the Draft analysis comment period. Any documents added after the comment period is prepared shall be included in the set of documents.

13. Through the Case Manager, develop a protocol to facilitate communication and coordinate the exchange of information between the Applicant, the Forest Service, and the Consultant. All such communications will be part of the Forest Service's deliberative process regarding the proposed project. This protocol will be determined considering the complexity of the proposed action, the Federal Advisory Committee Act, the Freedom of Information Act, and related agency guidance.

14. The Case Manager will keep the Applicant informed of the status of the analysis and will discuss with the Applicant any additional data needs, and of changes needed in the terms of the third-party contracts.

15. Via the Consultant and subcontractors, and as documented in their respective written contracts, and consistent with the applicable legal requirements:

- a. Develop a public involvement plan for the public scoping.
- b. Arrange for and participate in the agency and public scoping meetings and make available to the Applicant and the public any summary of the results.
- c. Design visual aids for meetings and open houses including maps, handouts, poster boards, mailers, and so forth.
- d. Develop an information mailer/newsletter and news releases for the scoping period and comment period, as well as for the release of the final analysis and decision documents.
- e. Develop a mailing list and, at the direction of the Forest Service, draft responses to comments for Forest Service approval.
- f. Be responsible for conducting and completing all necessary studies, inventories, and suitable reports for all resource values in the scoping process. These resource values may include but not be limited to: Cultural features; sensitive, threatened and endangered plant and animal species; wetlands; visual esthetics; fisheries; and riparian zones and tundra environments.

16. Invite the Applicant to attend meetings with Federal, State, regional, and local agencies and the public whenever possible and as appropriate (for example, discussions on procedural matters; physical, biological, and social issues; the proposal and alternative actions; impacts and their mitigation; and other compliance requirements).

17. Meet with the Applicant as early as possible to discuss the project description, and various components of the analysis as needed to determine mitigation measures necessary to avoid or mitigate adverse impacts.

18. Address Applicant-proposed alternatives and respond to comments submitted by the Applicant during the analysis process, whether of a procedural or substantive nature.

19. Be responsible for the public review of the analysis, public hearings, analysis of public comments, distribution of the documents, within established time frames, with input as required from the Applicant.

20. Be recipient of all comments on the Draft analysis resulting from the public comments. Determine any necessary modification of the text as a result of public comments with input from the Applicant.

21. To the fullest extent possible, utilize existing information, inventories, studies, and reports to support the analysis. Accept and utilize information submitted within the established time schedule by the Applicant, consultants working for the Applicants, and other parties provided that such information can be verified by the Forest Service and is accurate as required by 40 CFR 1506.5(a) and (c).

#### **E. THE APPLICANT SHALL:**

1. Establish a principal point of contact (see F.12) for the Applicant on all matters relating to the environmental analysis.
2. Select a Consultant from the Forest Service list of qualified contractors for the completion of the analysis on the Project which will be subject to review and written acceptance by the Forest Service. The Applicant's views on the selection of a Consultant will be solicited and considered, but the Consultant will be selected solely by the Forest Service.
3. Require a disclosure statement to be executed by the Consultant, the Consultant's professional personnel, and the Consultant's subcontractors stating that the Consultant, the Consultant's professional personnel and the Consultant's subcontractors have no financial interest in the outcome of the analysis or any Biological Assessment pertaining to the project proposed by the Applicant (40 CFR 1506.5(c)).
4. Provide to the Consultant or the Forest Service any justifiable, necessary, or relevant technical or environmental information it may have, which is needed (at the Forest Service's discretion) for analysis preparation.
5. Respond to data requests and provide review comments (for example, on description of the project and changes thereto) within a reasonable time set by the Forest Service. If the Applicant fails to provide requested materials on schedule, the analysis schedule will be adjusted by the Forest Service to the extent necessary for timely completion of the proposal.
6. Provide information about the feasibility of design criteria, mitigation measures, and related agreements as requested by the Forest Service.
7. Be solely responsible for all Consultant and subcontractor fees, costs, and expenses and make no claim against the Forest Service for such fees, costs, and expenses.
8. Fund all reproduction, printing, and distribution of preliminary, Draft, and Final documents, unless otherwise agreed to by the Forest Service.
9. Provide in contracts with the Consultant and any subcontractors that they are not to conduct public surveys or questionnaires without prior approval of the Forest Service.



**F. IT IS MUTUALLY AGREED AND UNDERSTOOD BY THE PARTIES THAT:**

1. The Consultant will be under the supervision of the Forest Service, and the Forest Service will make the final determination concerning the scope and contents of the consultant's work. The contract between the Applicant and the Consultant will specify compliance with all applicable legal requirements.
2. All information and data collected by the Consultant and any subcontractors will be inserted in the administrative record.
3. The complexity and the independent nature of the NEPA process requires a common understanding of the roles of the Forest Service personnel, the Applicant, the Consultant, and other interested persons, agencies, and organizations. The role of the Applicant is the same as it would be if the process were being entirely performed by Forest Service personnel, with no Applicant financing.
4. The independent nature of the NEPA process creates the need to conduct the process with integrity. The Forest Service Case Manager will establish the process for the efficient flow of communication between the Consultant, the Applicant, and the Forest Service. Oral and written communications among ID Team members are protected from disclosure to preserve the integrity of the deliberative process. Individuals who disclose this kind of information to the public and/or the applicant will be excluded from further participation in the analysis.
5. The Consultant is an important part of the interdisciplinary process and will aid and support the Forest Service ID Team.
6. All planning data, maps, files, reports, computer, audio or video tapes, and disks and other records will be made a part of the permanent administrative record.
7. In the event of a challenge to the legality or adequacy of the Forest Service compliance with NEPA with respect to the proposal of the Applicant, the Applicant, the Consultant, the Consultant's professional personnel, and the subcontractors shall, at the Applicant's expense, make available to the Federal Government all pertinent non-privileged information under their control, and to the extent reasonable, discuss such information with the Government, and testify at deposition or trial regarding such information.
8. As required by NEPA, the Forest Service will give full consideration to a "No Action Alternative" and other alternatives identified by the ID Team that are technically and economically feasible and address the purpose and need and significant issues. The Applicant's financing of this analysis will have no bearing on the consideration given to the "No Action" or other alternatives.
9. Either party, in writing, may terminate the Cost Recovery Agreement (FS-2700-26) in whole, or in part as stated in clause C.11 of that Agreement, at any time before the date of expiration. In the event of termination, it is agreed to as follows:
  - a. The analysis preparation process will terminate.
  - b. All documentation, reports, analyses, and data used in the analysis developed by the Applicant, the Consultant, or the Consultant's subcontractors up to the date of termination will be delivered to the Forest Service and be placed in the administrative record.

- c. The Applicant's contract with the Consultant will require the Consultant to submit to the Forest Service a written report on the environmental work and analyses done by the Contractor.
  - d. Preparation of the analysis may be initiated by the Forest Service, consistent with federal government manpower and budget limitations.
10. Any information furnished to the Forest Service under this Scope of Work is subject to the Freedom of Information Act (5 U.S.C. 552).
11. This Scope of Work in no way restricts the Forest Service or the Applicant from participating in similar activities with other public and private agencies, organizations, and individuals.
12. The principal contacts for this Scope of Work are:  
Forest Service – Jennifer Adams, Special Project Coordinator (540) 265-5114 or [jenniferpadams@fs.fed.us](mailto:jenniferpadams@fs.fed.us)  
  
Applicant - John Centofanti, Corporate Director Environmental Affairs, (412) 395-3305 or [jcentofanti@eqt.com](mailto:jcentofanti@eqt.com)
13. Nothing in this Scope of Work must obligate either the Forest Service or the Applicant to obligate or transfer funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service and the Applicant will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This Scope of Work does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
14. This Scope of Work is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.
15. This Scope of Work may be amended upon mutual written agreement of all parties.

PERSONNEL								
Name	Position	Forest	Unit	Est. Hours	Scope of Work	Workplan Daily Rate	Hourly Rate	Total Estimated Personnel Cost
Alex Faught	Lands Program Manager	GWJNF	SO	300	Core team member and special use case manager. Review documents for accuracy, track progress and costs, draft documents for review (permit, CR agreement, NEPA, etc.), respond to queries, meet with specialists, coordinate with R8/R9 offices, and other tasks deemed necessary to carry out the application and NEPA reviews.	\$ 430.40	\$ 53.80	\$ 16,140.00
Ava Turnquist	NEPA Specialist	GWJNF (GS-11 Detailer, Est. salary)	Alleghany NF	640	NEPA environmental document reviewer	\$ 350.00	\$ 43.75	\$ 28,000.00
Ben Neuhold	Archeology Tech	GWJNF	SO	40	Consultations:VA & WVA SHPO's, Eastern Shawnee THPO, Civil War Trust, State Recognized Tribal Authorities, COUN	\$ 154.94	\$ 19.36	\$ 774.40
Carol Croy	Wildlife Biologist	GWJNF	SO	125	Coordinating, reviewing, etc. terrestrial wildlife resources except bats	\$ 461.01	\$ 57.62	\$ 7,202.50
Dan McKeague	District Ranger	GWJNF	EDRD	120	Review and provide input on scoping request. Coordinate District resource specialists involved in the project, public affairs for local communities and counties, review	\$ 505.00	\$ 63.12	\$ 7,574.40
Dawn Kirk	Fisheries Biologist	GWJNF	SO/ GPRD	250	Coordinate and review aquatics resources	\$ 501.21	\$ 62.65	\$ 15,662.50
Fred Huber	Botanist	GWJNF	SO	125	Coordinate botanicals, NNIS, herps	\$ 452.52	\$ 56.56	\$ 7,070.00
Ginny Williams	Developed Recreation Program Lead	GWJNF	SO	200	Coordinate, review, and provide input on visuals analysis	\$ 440.92	\$ 55.11	\$ 11,022.00
James Ohear	GIS Specialist	GWJNF	SO/ NRRD	40	GIS coordination	\$ 407.82	\$ 50.97	\$ 2,038.80
James Willett	Special Agent	GWJNF	SO	96	Reviewing, meeting, and commenting on ACP COM Plan and other documents related to safety and law enforcement. Coordinating and reviewing potential forest closure orders.	\$ 512.31	\$ 64.03	\$ 6,146.88
Jason Millott	Budget Officer	GWJNF	SO	200	Tracking/reporting financials.	\$ 403.19	\$ 50.39	\$ 10,078.00
Jesse Overcash	District Biologist	GWJNF	EDRD	160	Coordinate and review biological resources for the District	\$ 425.55	\$ 53.19	\$ 8,510.40
Jim Twaroski	R8 Special Use Coordinator/ RPOC	GWJNF	RO-R8	160	Regional level coordination with Regional Forester, R8 LMU Director, R9 LMU Director, and WO. Serve as Regional Point of Contact (RPOC) for project. Review objections received, review project record to see if the objection is already addressed, determine if additional analysis is required to address objection point, develop new requirements to address objection point if needed	\$ 539.00	\$ 67.37	\$ 10,779.20
Jobeth Brown	Public Affairs Officer	GWJNF	SO	200	Public affairs, lands, special uses and NEPA coordination. Coordinate talking points, public notices, and serve as POC for external relations.	\$ 555.85	\$ 69.48	\$ 13,896.00

PERSONNEL								
Name	Position	Forest	Unit	Est. Hours	Scope of Work	Workplan Daily Rate	Hourly Rate	Total Estimated Personnel Cost
Joby Timm	Forest Supervisor	GWJNF	SO	200	Authorized Officer reviewing and signing documents. Coordinating project reviews and approvals with R8, R9, MNF, and WO. Attending meetings. Providing oversight over all aspects of the project for R8, R9, MNF, and WO.	\$ 596.40	\$ 74.55	\$ 14,910.00
John Hairfield	Forestry Technician	GWJNF	SO	40	District review and coordination for roads.	\$ 317.40	\$ 39.67	\$ 1,586.80
John Norten Jensen	Zone FMO	GWJNF	EDRD	40	Coordinate and review analysis for effects to fire prescription and fire management planning	\$ 376.75	\$ 47.09	\$ 1,883.60
Karen Overcash	NEPA Coordinator	GWJNF	SO	300	NEPA and Forest Plan coordination	\$ 440.69	\$ 55.08	\$ 16,524.00
Karen Stevens	Forest Environmental Coordinator	MNF	SO	250	NEPA and Forest Plan coordination	\$ 400.00	\$ 50.00	\$ 12,500.00
Katie Ballew	Patrol Captain	GWJNF	SO	96	Reviewing, meeting, and commenting on ACP COM Plan and other documents related to safety and law enforcement. Coordinating and reviewing potential forest closure orders.	\$ 416.34	\$ 52.04	\$ 4,995.84
Mary Helms	Support Staff	GWJNF	SO	8	O: Drive and sharepoint manager	\$ 162.00	\$ 20.25	\$ 162.00
Mark Miller	Timber Management Administrator	GWJNF	EDRD	40	Coordinate and review timber removal and revegetation plans for District	\$ 397.22	\$ 49.65	\$ 1,986.00
Mike Donahue	Biological Science Technician	GWJNF	SO	40	Field expertise and liaison in herps, insects, pollinators, birds, etc.	\$ 296.75	\$ 37.09	\$ 1,483.60
Mike Madden	Forest Archeologist	GWJNF	SO	125	Consultations:VA & WVA SHPO's, Eastern Shawnee THPO, Civil War Trust, State Recognized Tribal Authorities, COUN	\$ 404.09	\$ 50.51	\$ 6,313.75
Mitch Kerr	Land Surveyor	GWJNF	SO	40	Survey, plat, and plan review. Coordinate land records and boundary reviews.	\$ 453.84	\$ 56.73	\$ 2,269.20
Paul Arndt	Regional Planner, GS-13		RO-R8	120	Review objections received, review project record to see if the objection is already addressed, determine if additional analysis is required to address objection point, develop new requirements to address objection point if needed, subject matter expert for Forest Plan and revisions.	\$ 505.00	\$ 63.12	\$ 7,574.40
Pauline Adams	Hydrologist	GWJNF	SO	250	Hydrology.	\$ 368.55	\$ 46.06	\$ 11,515.00
Pete Irvine	Trails, Wilderness, Dispersed Recreation Program Lead	GWJNF	SO	100	Coordinate review of trail resources	\$ 500.62	\$ 62.57	\$ 6,257.00
Peter Gaulke	Director of Planning, GS-15		R8-R0	120	Coordinate and oversee processing of project objections, prepare draft documents, coordinate objections meetings as needed, overall process management, key contact between Forest, Regional Forester, Reviewing Officer and Washington Office.	\$ 591.00	\$ 73.87	\$ 8,864.40

PERSONNEL								
Name	Position	Forest	Unit	Est. Hours	Scope of Work	Workplan Daily Rate	Hourly Rate	Total Estimated Personnel Cost
Rebecca Robbins	Public Affairs Officer	GWJNF	SO	100	Public affairs. Drafting press releases, web content, talking points, briefing papers, etc.	\$ 325.89	\$ 40.73	\$ 4,073.00
Richard Guercin	Archeology Tech	GWJNF	SO	40	Consultations:VA & WVA SHPO's, Eastern Shawnee THPO, Civil War Trust, State Recognized Tribal Authorities, COUN	\$ 237.52	\$ 29.69	\$ 1,187.60
Robin Stidham	Agreements Specialist	GWJNF	SO	8	Agreements Specialist. Develop and administer agreements associated with the project.	\$ 350.22	\$ 43.77	\$ 350.16
Russ Macfarlane	Forest Silviculturalist	GWJNF	SO	100	Coordinate and review timber and silviculture analysis.	\$ 489.09	\$ 61.13	\$ 6,113.00
Sally Zaragoza	Budget Analyst	GWJNF	SO	40	Tracking/reporting financials.	\$ 321.64	\$ 40.20	\$ 1,608.00
Shamina Dillard	Forest Engineer	GWJNF	SO	100	Coordinate engineering and road access and analysis	\$ 428.43	\$ 53.55	\$ 5,355.00
Steve Croy	Forest Ecologist	GWJNF	SO	125	Coordinate and review studies for Bats & TES, vegetation.	\$ 472.97	\$ 59.12	\$ 7,390.00
Steve Tanguay	Biologist	GWJNF	JRWSRD	40	Coordinate wildlife & fisheries for District. Serve as local contact for associated field visits and data collection.	\$ 425.12	\$ 53.14	\$ 2,125.60
Steve Woods	Civil Engineer	GWJNF		40	Technical expert for roads review and analysis	\$ 381.85	\$ 47.73	\$ 1,909.20
TBD	Archeologist, GS-13		RO-R8 or R8 Forest To Be Determined	240	Review objections received, review project record to see if the objection is already addressed, determine if additional analysis is required to address objection point, develop new requirements to address objection point if needed	\$ 505.00	\$ 63.12	\$ 15,148.80
TBD	Wildlife Biologist, GS-13		RO-R8 or R8 Forest To Be Determined	240	Review objections received, review project record to see if the objection is already addressed, determine if additional analysis is required to address objection point, develop new requirements to address objection point if needed	\$ 505.00	\$ 63.12	\$ 15,148.80
TBD	Soils Specialist, GS-13		RO-R8 or R8 Forest To Be Determined	240	Review objections received, review project record to see if the objection is already addressed, determine if additional analysis is required to address objection point, develop new requirements to address objection point if needed	\$ 505.00	\$ 63.12	\$ 15,148.80
TBD	Hydrologist, GS-13		RO-R8 or R8 Forest To Be Determined	240	Review objections received, review project record to see if the objection is already addressed, determine if additional analysis is required to address objection point, develop new requirements to address objection point if needed	\$ 505.00	\$ 63.12	\$ 15,148.80
TBD	Geologist, GS-13		RO-R8 or R8 Forest To Be Determined	240	Review objections received, review project record to see if the objection is already addressed, determine if additional analysis is required to address objection point, develop new requirements to address objection point if needed	\$ 505.00	\$ 63.12	\$ 15,148.80

PERSONNEL								
Name	Position	Forest	Unit	Est. Hours	Scope of Work	Workplan Daily Rate	Hourly Rate	Total Estimated Personnel Cost
TBD	Engineer GS-13		RO-R8 or R8 Forest To Be Determined	240	Review objections received, review project record to see if the objection is already addressed, determine if additional analysis is required to address objection point, develop new requirements to address objection point if needed	\$ 505.00	\$ 63.12	\$ 15,148.80
TBD	NEPA/Planning Specialist, GS-13		RO-R8 or R8 Forest To Be Determined	240	Review objections received, review project record to see if the objection is already addressed, determine if additional analysis is required to address objection point, develop new requirements to address objection point if needed	\$ 505.00	\$ 63.12	\$ 15,148.80
TBD	Landscape Architect/Recreation Specialist, GS-13		RO-R8 or R8 Forest To Be Determined	240	Review objections received, review project record to see if the objection is already addressed, determine if additional analysis is required to address objection point, develop new requirements to address objection point if needed	\$ 505.00	\$ 63.12	\$ 15,148.80
TBD	WO Support for Objection Process, GS-14		WO	240	Support RO Objections Processing Team As Needed	\$ 548.00	\$ 68.50	\$ 16,440.00
TBD	Reviewing Officer, SES Level 1		R8-R0	240	Final review of objections received, leads objections meetings if needed, provides final recommendation to the Regional Forester	\$ 802.00	\$ 100.25	\$ 24,060.00
TBD	Public Affairs Officer (GS-12 Detailer Salary)	GWJNF	SO	640	Serve as lead public affairs officer for the project to supplement existing staff resources. (120 day detail)	\$ 400.00	\$ 50.00	\$ 32,000.00
TBD/Detailer	Staff Officer (Recreation, Wilderness, Engineering)	GWJNF	SO	80	Coordinating, reviewing, etc. for recreation and visual resources	\$ 512.03	\$ 64.00	\$ 5,120.00
TBD/Detailer	Recreation Program Manager	GWJNF	EDRD	40	Coordinate and review recreation resources for District	\$ 350.00	\$ 43.75	\$ 1,750.00
Timothy Abing	Director of Lands/Minerals/Uses, GS-15		R8-R0	240	Coordinate and oversee processing of project objections, oversight of lands issues raised in objections process, key contact between Forest, Regional Forester, Reviewing Officer and Washington Office.	\$ 591.00	\$ 73.87	\$ 17,728.80
Tom Bailey	Soils Scientist	GWJNF	SO	288	Coordinate and review soil resources analysis	\$ 409.75	\$ 51.21	\$ 14,748.48
Tom Collins	Geologist	GWJNF	SO	150	Review and coordinate geologic resources: groundwater; karst; slope stability; erosion. Mineral resources.	\$ 409.74	\$ 51.21	\$ 7,681.50
Troy Morris	Staff Officer	GWJNF	SO	250	Natural resources team lead, Forest Plan compliance, oversight of resource specialists	\$ 503.14	\$ 62.89	\$ 15,722.50

PERSONNEL								
Name	Position	Forest	Unit	Est. Hours	Scope of Work	Workplan Daily Rate	Hourly Rate	Total Estimated Personnel Cost
Various	EMNEPA Support Team		WO		Intake of objections for project, reviews, identifies and enters into a database all objections/comments received, provides report of each individual comment/objection and provides summary report of all information received. FS enterprise team contracted to collect, sort, analyze and build a database of each unique objection/comment received.	\$ -	\$ -	\$ 30,000.00
<b>TOTAL</b>				9106				\$ 560,273.91

OTHER RESOURCES						
Other Resources	Description	Forest	Unit of Measure	Est. Units	Est. Cost Per Unit	Total Est. Other Resources Cost
Fleet Mileage	To and from project areas, consultations, meetings,	GWJNF	Miles	5000	\$0.32	\$ 1,600.00
Administrative Support Costs	Legal ads, mailings, printing, etc.	GWJNF	Each	500	\$1.00	\$ 500.00
Objection Team Travel and Per Diem	Lodging, hotel costs, per diem costs, car rental costs for attending initial objections orientation meetings in the Atlanta Regional Office of the Forest Service. Most work would be done as a team while in travel status	R8/ WO	Persons	9	\$3,234.00	\$ 29,106.00
TBD, GS-12 Detailer for Public Affairs on the GWJNF (Travel and Per Diem for 120 days)	\$91/day lodging, \$51/day M&IE, Flight or other travel (if necessary) for 120 days	GWJNF	Days	120	\$158.33	\$ 18,999.60
Employee Overtime	Overtime authorizations as needed to meet deadlines.	GWJNF	Hours	500	\$25.00	\$ 12,500.00
<b>TOTAL</b>						\$ 62,705.60

<b>Sub-Total Cost</b>	\$ 622,979.51
<b>TOTAL ESTIMATED COST RECOVERY (including 9% ASC Burden Rate)=</b>	\$ 679,047.67

**Definitions:**

*Processing* - agency actions regarding an application that occur after the agency accepts a proposal as a special use application.



**REIMBURSABLE OR ADVANCE COLLECTION AGREEMENT SHORTHAND CODE ASSIGNMENT**

This serves as formal notification that the Albuquerque Service Center has received your signed agreement, budget authority is available, and spending is now authorized.

**Source:** ☒ New Agreement ☐ Modification ☐ New FY Rollover ☐ Recalculation of Available Amount

**Type of Agreement:** ☒ Advance ☐ Reimbursable ☐ Combination

Agreement Number(s)/ Project Description	Sales Order Number	Cooperator(s)	Total Agreement	Overhead (Burden) Amount	Net Available for Spending	Overhead (Burden) Rate	Agreement Expiration Date	Shorthand Code Assigned*
17-MJ-11080811-101	3700007887	EQT Gathering, Inc.					01/01/2021	
MOUNTAIN VALLEY PIPELINE LLC								
			679,047.67	56,068.16	622,979.51	9.00%		0808MJ710117
In-House								
Direct Pass-Thru (if any)								
<b>Total</b>			679,047.67	56,068.16	622,979.51			

Check all that apply:

☐

**Note 1:** Authorized Amount is tentative based on initial calculation of carry over balances on multi-year agreement. Updated Shorthand Code Assignment Notification will be issued if this amount changes

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**Note 2:** Authorized Amount (Net Available for Spending) must be obligated by (date \_\_\_\_\_) because cooperator funding expires. Example: Federal agency funding source expires prior to Agreement Expiration Date, i.e. one-year funds available for current FY only

\*Update WorkPlan for dollar amounts and to include agreement job code assigned. If overhead (burden) assessment applies, update project shorthand code to include overhead. Place amount under OTHER RESOURCE TYPE - BURDEN in WorkPlan.

\*\*Shorthand Code balances shall be monitored using either WorkPlan expenditure reports or RACA Fund Control Report. RACA Fund Control Report is accessible via FMMI Reports or ASC Reports Dashboard, Standard B&F Reports

Project Manager: Alez Faught  
Location: 0808  
Phone Number: 540-265-5192

RACA Processor: Menn Pollworth  
Date Issued: 07/03/2017  
Phone Number: 877-372-7248 Opt 1